



**U S DEPARTMENT OF TRANSPORTATION**

**FEDERAL HIGHWAY ADMINISTRATION**

**EASTERN FEDERAL LANDS HIGHWAY DIVISION**

**PROJECT  
FREDERICKSBURG AND SPOTSYLVANIA  
NATIONAL MILITARY PARK  
PRA-FRSP 11(1), 19(1), ETC.**

**SOLICITATION**

**IFB NO.: DTFH71-07-B-00003**

**This Contract Cites  
Standard Specifications FP-03  
U.S. Customary Units**

**CONTRACTOR:  
ADDRESS:**

**STATE:** VIRGINIA

**COUNTY:** ORANGE & SPOTSYLVANIA

**PARK / REFUGE / NF:** FREDERICKSBURG & SPOTSYLVANIA  
NATIONAL MILITARY PARK

<b>ROADWAYS:</b>	<b>STATIONS</b>	<b>FEET</b>
Grant Drive (Rte.11)	0+00 to 56+12	5,612
Anderson Drive (Rte. 19)	56+50 to 95+98	3,948
Gordon Drive (Rte. 20)	96+00 to 152+71	5,671
Burnside Drive (Rte. 22)	152+71 to 228+25	7,554
Anderson Dr. to Gordon Dr. Connector	228+25 to 230+75	250
Gordon Dr. to Burnside Dr. Connector	230+75 to 231+50	75
Option B (Hancock Road)	0+00 to 23+65	2,365
<b>PROJECT LENGTH TOTAL:</b>		<b>25,475ft</b>

**TYPE OF IMPROVEMENT:**

Pavement rehabilitation, drainage, sidewalk removal and replacement, roadway obliteration, construction of paved pulloffs on Grant, Anderson, Gordon, and Burnside Drives; aggregate base placement at Hancock Rd.; pavement rehabilitation at Spotsylvania Parking Area (Rte. 912), Wilderness Exhibit Parking Area (Rte. 916), Fredericksburg Visitor Center Parking Area (Rte. 900), and the Chancellorsville Visitor Center Parking Area (Rte. 914), and other work.

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## FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION SOLICITATION PROVISIONS & CONTRACT CLAUSES

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## SPECIFICATIONS

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Plans	64 Pages
Soils and Foundation Report	118 Pages

**\*BOLD FACED ITEMS ARE TO BE INCLUDED WITH THE BID SUBMITTAL PACKAGE**

## **NOTICE TO OFFERORS**

### **CONTRACT FORMAT:**

Offerors should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the INDEX before the D-pages in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet on the GSA website at [www.arnet.gov/far/](http://www.arnet.gov/far/). Offerors are encouraged to review the documents thoroughly before bidding.

### **PROPOSAL BOOKLET AND OFFER SUBMITTAL:**

It is the responsibility of the Offeror to verify that this proposal is complete as listed in the Table of Contents. The Offeror is responsible for submitting all required forms and documents with the offer. Offerors should use the Checklist for Bid Submittal included in this booklet to check that their bids are complete.

### **CONSTRUCTION CONTRACTS:**

As stated in FAR Clause 52.236-1, the **Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%**. Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

### **HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:**

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low Offeror must submit prior to award a Material Safety Data Sheet (MSDS's) for all hazardous materials that the Offeror identifies in paragraph (b) of this clause in the D-pages of this booklet. Failure to submit MSDS's may render the Offeror ineligible for award of contract. The apparent low Offeror should submit their MSDS's within two weeks after bid opening.

### **ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:**

Large business Offerors should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. The offeror, if a large business concern, should note its responsibility to establish and conduct a Subcontracting Plan in accordance with FAR Clause 52.219-9, Alternate I, Small Business Subcontracting Plan. If the apparent Low Offeror is a LARGE BUSINESS it will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low offeror fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the offeror may be ineligible for award of the contract. PLEASE NOTE: A sample plan is included in this solicitation package for your use.

### **BONDING:**

Small business concerns and disadvantaged business enterprises may obtain assistance in securing necessary bonding for this project by contacting the office of the Small Business Administration located in their State.

**FINANCING AND BONDING ASSISTANCE:** Minority, Women-owned, and Disadvantaged Business Enterprises (DBE's). The Department of Transportation (DOT) offers working capital financing and bonding assistance for transportation related contracts. DOT's Bonding Assistance Program (BAP) offers bid, performance and payment bonds on contracts up to \$1,000,000. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$750,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

## **NOTICE TO OFFERORS - (CONT'D.)**

### **INTERNET BASED DATA BASES - REQUIRED INPUT:**

According to the FAR Subpart 4.1102 contractors **MUST** be registered in Central Contractor Registration (CCR) **prior** to the award of any contract. Access the following web site to register: [www.ccr.gov](http://www.ccr.gov)

According to the FAR Subpart 4.1201 contractors **MUST** complete their Online Annual Representations and Certifications Application (ORCA) **prior** to the closing date of the bid on line at <http://orca.bpn.gov/>.

According to the FAR Subpart 22.1302 (b) contractors and sub-contractors **MUST** complete the required Annual Vets-100 Form in order to be eligible for a contract award. It can be completed on-line at <http://vets100.cudenver.edu/>.

### **PAYMENT:**

Offerors are advised to review the Federal Projects (FP) - Manual, subsection 109.05, concerning **direct** and **indirect** payment included under a pay item in the bid schedule.

### **PROGRESS PAYMENTS:**

ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the CCR database. Offerors are advised that under FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in FP Manual subsection 151 - "MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

### **WELFARE-TO-WORK INITIATIVE:**

The President's Welfare Reform Bill was initiated to assist welfare recipients and hopefully aid welfare recipients to find gainful employment. In support of this bill, Contractors are encouraged to hire welfare recipients whenever possible and to use welfare recipients in performance of duties on Government contracts.

### **INCREASING SEAT BELT USE IN THE UNITED STATES:**

The President's Executive Order 13043 dated April 16, 1997, was issued to increase the use of seat belts in the United States. In support of this Order, contractors and subcontractors are encouraged to adopt and enforce on-the-job seat belt policies for their employees when operating company-owned, rented, or personally owned vehicles.

### **OBTAINING BID DOCUMENTS:**

Bid documents **will not be** mailed. All bid documents are available for direct download from the Federal Business Opportunities (FBO) website:

[http://www.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays\\_1.html](http://www.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays_1.html)

or the Eastern Federal Lands Highway Division website:

<http://www2.efl.fhwa.dot.gov/Documents.aspx>

Contractors are encouraged to register on the FBO website (for this specific project) in order to receive Email Notifications automatically when a document is added or updated for this specific project. All questions about this construction project must be emailed to the following address:

[eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov).

## **NOTICE TO OFFERORS**

**THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON SAID CHANGES.**

**PLEASE NOTE:** For security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to scheduled bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect all bids. Prior to bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry and no exceptions will be made.

## CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the proposal/bid package that are required to be completed and returned (or filled in on-line) to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (page A-1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

### 1. Bid Envelope:

- a. Addressed as shown in Block 8 of Page A-1 ☐
- b. In lower left corner, indicate Solicitation No., Project Name & Number, time for Receipt of Offers and send to Room 105. ☐

### 2. Standard Form 1442: Solicitation, Offer and Award (Pages A-1 and A-2)

- a. Block 14: Name and Address of Bidder. ☐
- b. Block 15: Telephone Number of Bidder. ☐
- c. Block 16: Remittance Address if different from Block 14. ☐
- d. Block 19: **All** Amendments Acknowledged, with dates of Amendments. ☐
- e. Block 20: Bid is signed and dated. ☐

### 3. Bid Schedule - (Pages B-1 through B-8)

- a. Unit bid price and bid amount provided for each pay item in numbers. ☐
- b. Corrections initialed. ☐
- c. Price Evaluation eligibility is indicated on the Bid Summary page. ☐

### 4. Standard Form 24, Bid Bond (Pages C-1 through C-2) (Required if bid guarantee is bid bond)

- a. Date executed ☐
- b. Legal name and address of bidder. ☐
- c. Type of organization. ☐
- d. State of incorporation (if applicable). ☐
- e. Name and business address of Treasury approved surety. ☐
- f. Penal sum of bond (not less than 20% of bid total). ☐
- g. Bid identification. ☐
- h. Signature of Bidder ☐
- i. Seal, if corporation ☐
- j. Signature of Surety ☐
- k. Seal, if corporation ☐

***BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.***

### 5. Power of Attorney.

- a. Dated on or before execution date of bond ☐
- b. Power has original signature of surety, or is embossed with surety's seal in the certification section ☐

***BIDS RECEIVED WITHOUT A VALID POWER OF ATTORNEY WILL BE REJECTED.***

## CHECKLIST FOR BID SUBMITTAL (continuation)

**6. Fill In's.** The following full text Clauses and/or Provision numbers shall be checked or filled in and return with the bid package:

- a. 52.219-4 – HubZone ONLY - See Section F, Clause 52-219-4, paragraph "C",  
check block if wavier is applicable. ☐

**7. Bidder's Qualifications form (provided separately as part of the Bid Documents Package).**  
Form completed, signed and submitted with bid ☐

**8. Sub-Contracting Plan - Large Businesses Only:** Submittal with the bid is not mandatory, **but it is encouraged**, as it will speed up the award process should your firm be the apparent low bid. ☐

***THE FOLLOWING THREE ITEMS ARE NOT TO BE SUBMITTED WITH THE BID; BUT FAILURE TO COMPLETE THE REQUIREMENTS WILL BE CAUSE TO REJECT THE BID.***

**9. Central Contractor Registration (CCR):** The Contractor is currently registered in the Internet-Based CCR database at <http://www.ccr.gov>.  
☐

**10. Online Representations and Certifications Application (ORCA):** The Contractor's Representations and Certifications have been input online via the Internet-Based ORCA electronic database at <http://orca.bpn.gov>. ☐

**11. Vets100 Reporting:** The Contractor has completed the annual Internet-Based reporting requirement online at <http://vets100>. ☐

***NOTE: THE CONTRACTOR IS FULLY RESPONSIBLE TO VERIFY THAT ALL DATA IN THE THREE DATABASES IS CORRECT EACH TIME A BID PACKAGE IS SUBMITTED. FAILURE PROPERLY INPUT AND/OR UPDATE YOUR DATA MAY CAUSE THE BID TO BE REJECTED.***

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. <b>DTFH71-07-B-00003</b>	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid ( <i>IFB</i> ) <input type="checkbox"/> Negotiated ( <i>RFP</i> )	3. Date Issued <b>11/10/06</b>	Page of Pages 1 OF 4
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			
4. Contract No.	5. Requisition/Purchase Request No.	6. Project No. <b>PRA-FRSP 11(1), 19(1)</b>		
7. Issued By: Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center, Room 105 21400 Ridgetop Circle Sterling, Virginia 20166-6511	CODE: N/A:	8. Address Offer To:  <b>See Bock 7</b>		
9. FOR INFORMATION See Blocks 9A & 9B	A. Name: <b>Peggy Schaad</b>	B. Telephone No. (Include area code) (NO COLLECT CALLS) Email All Questions/Inquiries To: <b>eflhd.contracts@fhwa.dot.gov</b>		

**SOLICITATION**See Continuation  
of SF 1442**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"**

10. The Government requires performance of the work described in these documents (title, identifying no., date):  
This Invitation for Bids is for the Fredericksburg and Spotsylvania National Military Park, located in Orange and Spotsylvania Counties, Virginia in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, pitemes listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

- \* FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.
- \* Bid Schedule, Section B - pages B-1 through B-8.
- \* Special Contract Requirements, Section J - pages J-1 through J-34.
- \* Plans (Drawings), Sheets 1 through 64.
- \* Permits, Pages 1 through 23.
- \* Soils and Foundation Report, Pages 1 through 118.

11. The Contractor shall begin performance within **10** calendar days and complete it within 0 calendar days after receiving

☐ Award, ☒ Notice to Proceed. This performance period is ☒ mandatory, ☐ negotiable. (See pContinuation Sheet)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) ☒ YES ☐ NO SEE SUBSECTION 102.06 OF FP-96

12B. CALENDAR DAYS  
Within **14** calendar days after  
Notice of Award

## 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Offers in original and **0** copies to perform the work required are due at the place specified in Item 8 by **2:00 PM** local time **12/12/06**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. Name and Address of Offeror (Include ZIP code)	15. Telephone No. (Include area code)
	16. Remittance Address (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing within \_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

**AMOUNTS  See Bid Schedule - Section "B" Pages**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**


*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)*

AMENDMENT NO.								
DATE								

20a. Name and title of person authorized to sign offer (Type or print)	20B. Signature	20C. Offer Date
--	----------------	-----------------

**AWARD (To be completed by Government)**

21. Items Accepted:

22. Amount	23. Accounting and appropriation data	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> 	ITEM <b>See Block 26</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a) ( ) <input type="checkbox"/> 41 USC 253(c) ( )
26. ADMINISTERED BY Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, Virginia 20166-6511	27. PAYMENT WILL BE MADE BY: Federal Highway Administration Eastern Federal Lands Highway Division Finance Division, Room 357 21400 Ridgetop Circle Sterling, Virginia 20166-6511	

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return ___ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. Name and Title of Contractor or Person Authorized to Sign <i>(Type or print)</i>		31a. Name of Contracting Officer <i>(Type or print)</i>	
30b. Signature	30C. Date	31b. United States of America BY	31C. Date

# CONTINUATION OF SF 1442

## Block 2:

This project is **UN-RESTRICTED** - Bids will be accepted from **ALL** eligible business concerns.

This procurement is made pursuant to Public Law 100-656 Title VII, which established the Small Business Competitiveness Demonstration Program. This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR Subpart 19.10)

The award of this project is subject to a 10% price evaluation preference for eligible HubZone Small Business Concerns (must be on the SBA listing) (see FAR Clause 52.219-4).

Facsimile and electronic bids will not be accepted.

### PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition, published by the Federal Highway Administration. <http://mutcd.fhwa.dot.gov>.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. <http://www.nps.gov/npsigns>.
3. Soils and Foundation Report

## Block 9:

In accordance with FAR Provision 52.236-27, Site Visit, a Government representative can be available to show the project to prospective bidders. **All requests** for site visits and/or questions concerning this construction project to must be emailed to

[eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov). Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

## \* Block 11:

The maximum time for completion of the contract is \* **225** calendar days.

The completion time for the contract will be the time offered by the successful bidder, **not to exceed** the maximum time above.

There is no Contract Administrative Cost, as Option 1 is considered to be constructed Concurrently with Schedule A. The purpose of Schedule B (Government Option 1) is to give the Government maximum flexibility in completing the project upon receipt of all required funding. If complete funding is in place at the time of award of Schedule A, Option 1 may be exercised at that time. If Option 1 funding is received after award of Schedule A, the Government has the right to exercise Option 1 at the unit prices bid, no later than 150 calendar days from the Notice to Proceed.

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds.

## CONTINUATION OF SF 1442

**Block 12A:**

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

**Block 13:**

A bid guarantee in the amount of not less than 20 percent of the bid price or \$3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee.

**Other:**

The estimated price is expected to fall within the price range of **\$1,000, 000 to \$2,000,000.**

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from FHWA web site. FP-96 or FP-03 versions can be downloaded at the FHWA web site. FHWA web site is <http://www2.evl.fhwa.dot.gov/Documents.aspx> .

## **BID SCHEDULE INSTRUCTIONS**

**PROJECT:** PRA-FRSP 11(1), 19(1)

**BIDDERS PLEASE NOTE:** Before preparing the bid, carefully read the Instructions to Bidders. While preparing the bid, comply with the following:

### **COMPLETING THE BID SCHEDULE**

Complete the Bid Schedules by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only two decimal places, for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. Determine the Bid Total by adding the amounts of the several items, as show in the block provided on Page B-6 for Schedule A and Page B-7 for Option 1. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

To be eligible for award, bidders must submit prices for each pay item.

Please review Subsection 109.05 of the FP-03 regarding scope of payment for direct and indirect payment work.

### **SCHEDULE OF WORK**

The Bid Schedule is comprised of:

**Schedule A** Superpave asphalt pavement placement, asphalt pavement milling, removal of asphalt pavement, aggregate surface reconditioning, drainage, curb & sidewalk removal and replacement, roadway obliteration, construction of paved pulloffs on Grant, Anderson, Gordon, and Burnside Drives, Spotsylvania Parking Area (Rte. 912), Wilderness Exhibit Parking Area (Rte. 916), Chancellorsville Visitor Center Parking Area (Rte. 914), Fredericksburg Visitor Center Parking Area (Rte. 900), concrete pavement joint sealing at Fredericksburg Visitor Center Parking Area (Rte. 900), and other work.

**Schedule B** Aggregate base placement at Hancock Rd.

**The purpose of Schedule B (Government Option 1) is to give the Government maximum flexibility in completing the project upon receipt of all required funding. If complete funding is in place at the time of award of Schedule A, Option 1 may be exercised at that time. If Option 1 funding is received after award of Schedule A, the Government has the right to exercise Option 1 at the unit prices bid, no later than 150 calendar days from the**

## Notice to Proceed.

### BIDDING OF CALENDAR DAYS

Provide the number of calendar days necessary to complete Schedule A and Option 1 work from Notice To Proceed to contract completion (**NOT to exceed the maximum number of calendar days shown in Block 11 of the SF-1442**) in the space provided on the Bid Summary (Page B-8).

Failure to specify a number of calendar days for contract completion indicates the bidder accepts the maximum contract time provided in Block 11 of the SF 1442.

In developing a construction schedule to determine the number of calendar days included in their bid, bidders should include the work limitations shown in the Special Contract Requirements. Specific work limitations may be (but are not limited to): holidays, weekends; rush hours; night work; no work periods; work or traffic control phasing. Bidders are also advised to consider those work items that are weather sensitive and when those work items will be performed. Specific work items are (but not limited to): those that require a minimum ambient air temperature (asphalt paving and surface treatment, pavement striping, stone masonry); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting); and those that have specific planting seasons (turf establishment, sod, trees and plants). The total calendar days bid should include any work limitations and any delay days or contractor winter shutdowns required due to weather sensitive work items.

When evaluating the bids, the Government will consider the Contract Administrative Cost for the project to be \$1,100 per calendar day. The Contract Administrative Cost is only used to determine the Total Price of Project.

Add the **Bid Totals** and the **Contract Administrative Costs** for Schedule A and Option 1 as directed on the **Bid Summary** page. Show the **Total Price of Project** in the spaces provided on the **Bid Summary** page.

### BASIS FOR AWARD

The project will be awarded as follows:

- Total Price of Schedule A + Contract Administrative Cost + Total Price of Schedule B (Government Option 1);

Award will be made to the responsive, responsible bidder whose **Bid Total plus Contract Administrative Cost** is the lowest for the above combination that the Government elects to award. **The number of calendar days specified by the successful bidder for the completion of the elected combination will become the performance period for the contract.**

**NOTE: Contract Administration Cost is used for ranking purposes only.**

## Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) & 916(1)  
 FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$_____
15201-0000	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$_____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$_____
15705-0100	SOIL EROSION CONTROL, SILT FENCE		
	3,000		
	LNFT	\$_____	\$_____
15706-0200	SOIL EROSION CONTROL, CHECK DAM		
	40		
	EACH	\$_____	\$_____
15706-1000	SOIL EROSION CONTROL, INLET PROTECTION		
	13		
	EACH	\$_____	\$_____
20101-0000	CLEARING AND GRUBBING		
	0.3		
	ACRE	\$_____	\$_____
20220-1000	REMOVAL, INDIVIDUAL TREE		
	4		
	EACH	\$_____	\$_____
20301-0100	REMOVAL OF BOLLARD		
	10		
	EACH	\$_____	\$_____
20301-1400	REMOVAL OF INLET		
	1		
	EACH	\$_____	\$_____
20301-2000	REMOVAL OF PIPE END SECTION		
	1		
	EACH	\$_____	\$_____

## Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) & 916(1)  
 FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20301-2400	REMOVAL OF SIGN 6 EACH	\$ _____	\$ _____
20301-3400	REMOVAL OF WHEELSTOP 4 EACH	\$ _____	\$ _____
20302-0500	REMOVAL OF CURB, CONCRETE 450 LNFT	\$ _____	\$ _____
20302-2100	REMOVAL OF PIPE CULVERT 44 LNFT	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 32,160 SQYD	\$ _____	\$ _____
20303-3000	REMOVAL OF SIDEWALK, ASPHALT 145 SQYD	\$ _____	\$ _____
20303-3100	REMOVAL OF SIDEWALK, BRICK 2 SQYD	\$ _____	\$ _____
20303-3200	REMOVAL OF SIDEWALK, CONCRETE 290 SQYD	\$ _____	\$ _____
20315-0000	SAWCUTTING PAVEMENT 21,000 LNFT	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 500 CUYD	\$ _____	\$ _____
20701-0700	EARTHWORK GEOTEXTILE, TYPE II-A 40 SQYD	\$ _____	\$ _____
21101-2000	ROADWAY OBLITERATION, METHOD 2 5,000 SQYD	\$ _____	\$ _____

## Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) &amp; 916(1)

FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
30101-4000	AGGREGATE BASE GRADING C OR D 660 TON	\$ _____	\$ _____
30303-1000	ROADBED RECONDITIONING 1,060 SQYD	\$ _____	\$ _____
30303-2000	AGGREGATE SURFACE RECONDITIONING 16,665 SQYD	\$ _____	\$ _____
30502-0200	AGGREGATE-TOPSOIL COURSE, 1 1/2-INCH DEPTH 6,110 SQYD	\$ _____	\$ _____
30502-0400	AGGREGATE-TOPSOIL COURSE, 2 1/2-INCH DEPTH 4,065 SQYD	\$ _____	\$ _____
30502-0700	AGGREGATE-TOPSOIL COURSE, 4-INCH DEPTH 8,145 SQYD	\$ _____	\$ _____
40101-0100	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL , type 2 pavement smoothness 4,100 TON	\$ _____	\$ _____
40101-0100	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL type 5 pavement smoothness 1,240 TON	\$ _____	\$ _____
40101-0900	SUPERPAVE PAVEMENT, 3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL 2,505 TON	\$ _____	\$ _____
40102-0100	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL, WEDGE AND LEVELING COURSE 100 TON	\$ _____	\$ _____
41301-0400	ASPHALT PAVEMENT MILLING, 1 1/2-INCH DEPTH 760 SQYD	\$ _____	\$ _____

## Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) &amp; 916(1)

FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
41405-0000	SAW CUTTING AND JOINT SEALING (FREDERICKSBURG VISITOR CENTER)		
	2,500		
	LNFT	\$ _____	\$ _____
50202-0000	SEALING JOINTS AND CRACKS (FREDERICKSBURG VISITOR CENTER)		
	2,500		
	LNFT	\$ _____	\$ _____
60201-0500	15-INCH PIPE CULVERT		
	46		
	LNFT	\$ _____	\$ _____
60210-0800	END SECTION FOR 24-INCH PIPE CULVERT		
	1		
	EACH	\$ _____	\$ _____
60403-1900	INLET, TYPE 6B		
	1		
	EACH	\$ _____	\$ _____
60412-1000	REMOVE AND RESET METAL FRAME AND GRATE		
	10		
	EACH	\$ _____	\$ _____
60704-0000	CLEANING CULVERT IN PLACE		
	19		
	EACH	\$ _____	\$ _____
60801-0400	PAVED WATERWAY, TYPE 4		
	11		
	SQYD	\$ _____	\$ _____
60811-0000	DRAINAGE CHUTE		
	3		
	EACH	\$ _____	\$ _____
60901-1500	CURB, CONCRETE, 16-INCH DEPTH		
	1,600		
	LNFT	\$ _____	\$ _____
60901-1700	CURB, CONCRETE, 18-INCH DEPTH		
	475		
	LNFT	\$ _____	\$ _____
61501-0100	SIDEWALK, CONCRETE		
	300		
	SQYD	\$ _____	\$ _____

Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) &amp; 916(1)

FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
61501-0800	SIDEWALK, AGGREGATE 225 SQYD	\$ _____	\$ _____
61504-1000	ACCESSIBILITY RAMP, CONCRETE 25 SQYD	\$ _____	\$ _____
61504-5000	ACCESSIBILITY RAMP, BRICK 2 SQYD	\$ _____	\$ _____
61904-0000	BOLLARD POST 10 EACH	\$ _____	\$ _____
61921-1000	REMOVE AND RESET FENCE 80 LNFT	\$ _____	\$ _____
62401-0300	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH 5,660 SQYD	\$ _____	\$ _____
62501-0000	TURF ESTABLISHMENT 1.2 ACRE	\$ _____	\$ _____
63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING 31 SQFT	\$ _____	\$ _____
63316-1000	REMOVE AND RESET SIGN 3 EACH	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 7,000 LNFT	\$ _____	\$ _____
63405-2950	PAVEMENT MARKINGS, TYPE H, STRAIGHT ARROW 4 EACH	\$ _____	\$ _____
63405-3250	PAVEMENT MARKINGS, TYPE H, ACCESSIBILITY SYMBOL 8 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) & 916(1)

FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63501-0000	TEMPORARY TRAFFIC CONTROL		
	ALL	Lump Sum	\$ _____
63602-6000	SYSTEM INSTALLATION, TRAFFIC DETECTOR SYSTEM		
	2		
	EACH	\$ _____	\$ _____
63602-6020	SYSTEM INSTALLATION, TRAFFIC DETECTOR WIRE LOOP		
	2		
	EACH	\$ _____	\$ _____
63701-0000	FIELD OFFICE		
	1		
	EACH	\$ _____	\$ _____

**TOTAL**      \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name of Bidder

Bid Schedule A

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) & 916(1)

FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

## Bid Schedule B / Government Option 1

Project: PRA-FRSP 11(1), 19(1), 20(1), 22(1), 900(1), 914(1) & 916(1)  
 FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$_____
30101-4000	AGGREGATE BASE GRADING C OR D		
	1,750		
	TON	\$_____	\$_____
30303-2000	AGGREGATE SURFACE RECONDITIONING		
	5,000		
	SQYD	\$_____	\$_____
63501-0000	TEMPORARY TRAFFIC CONTROL		
	ALL	Lump Sum	\$_____

**TOTAL** \$\_\_\_\_\_

Submitted by: \_\_\_\_\_  
 Name of Bidder

**BID SUMMARY**  
 Project PRA-FRSP 11(1), 19(1)  
 (Complete for Pages B-1 through B-7)

**(1) Schedule A Bid Total (from Page B-6)** \$ \_\_\_\_\_

**Contract Administrative Cost**

Number of calendar days necessary to complete all Schedule A work from (Notice to Proceed, or date specified in the Notice to Proceed) to construction completion.

**(2) \_\_\_\_\_ calendar days x \$1100 per calendar day =** \$ \_\_\_\_\_

**(3) Schedule B (Gov't. Option 1) Bid Total (from Page B-7)** \$ \_\_\_\_\_

**Contract Administrative Cost**

Number of calendar days necessary to complete all Schedule A work from (Notice to Proceed, or date specified in the Notice to Proceed) to construction completion

**Contract Administrative Cost**

There is no Contract Administrative Cost, as Option 1 is considered to be constructed concurrently with Schedule A.

**Total Price of Project**

(1) Bid Total for Schedule A	\$	
+ (2) Contract Administrative Cost for Schedule A	\$	
+ (3) Bid Total for Option 1	\$	
<b>= TOTAL PRICE OF PROJECT</b>	<b>\$</b>	

Does the Bidder claim the Price Evaluation Preference for HUBZone Small Business Concerns as defined in FAR Clause 52.219-4?

Yes

☐

No

☐

**BID BOND***(See instruction on reverse)*DATE BOND EXECUTED *(Must not be later than bid opening date)*

OMB NO.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
STATE OF INCORPORATION		

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

## OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The Principal has submitted the bid identified above.

## THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

## WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		<i>Corporate Seal</i>
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
					<i>Corporate Seal</i>

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005- 09 on 04/19/2006)

### 52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Clause)

### FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-01	DEFINITIONS	Jul-04	
52.203-03	GRATUITIES	Apr-84	
52.203-05	COVENANT AGAINST CONTINGENT FEES	Apr-84	
52.203-07	ANTI-KICKBACK PROCEDURES	Jul-95	
52.203-8	CANCEL. & RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-05	
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00	
<b>52.204-07</b>	<b>CENTRAL CONTRACTOR REGISTRATION</b>	Oct-03	Contractor Mandatory Internet Data Input
52.209-06	PROTECTING GOV. INTEREST WHEN SUBCONTRACTING W/ CONT. DEB. SUSP. OR PROP. FOR DEB.	Jan-05	
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	Oct-97	
52.214-27	PRICE REDUCTION FOR DEFECT. COST OR PRICING DATA-MODIFICATIONS -SEALED BIDDING	Oct-97	
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	Oct-97	
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04	
52.219-09 ALT 1	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Oct 01))	Jan-05	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	
52.222-03	CONVICT LABOR	Jun-03	
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	Jul-05	
52.222-06	DAVIS-BACON ACT	Jul-05	Contractor Mandatory Wage Rates Posting
52.222-07	WITHHOLDING OF FUNDS	Feb-88	
52.222-08	PAYROLLS AND BASIC RECORDS	Feb-88	Contractor Weekly Payroll Submittals
52.222-09	APPRENTICES AND TRAINEES	Jul-05	
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Jul-05	
52.222-12	CONTRACT TERMINATION--DEBARMENT	Feb-88	
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Feb-88	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	Feb-88	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	
52.222-26	EQUAL OPPORTUNITY	Apr-02	
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Feb-99	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS.	Dec-01	

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005- 09 on 04/19/2006)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE			
CLAUSE	TITLE	DATE	REMARKS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98	
52.222-37	EMPLOYMENT. REPORTS ON SPECIAL DISABLED VETS, VETS OF THE VIETNAM ERA, ETAL.	Dec-01	Contractor Annual Mandatory Reporting Requirement
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	Dec-04	Contractor Mandatory Postings
52.223-06	DRUG-FREE WORKPLACE	May-01	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03	Contractor Annual Contractor Reporting Requirement
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb-06	
52.227-01	AUTHORIZATION AND CONSENT	Jul-95	
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96	
52.227-04	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Apr-84	
52.228-02	ADDITIONAL BOND SECURITY	Oct-97	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	Contractor Submittal Requirement
52.228-11	PLEDGES OF ASSETS	Feb-92	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Oct-95	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Dec-99	
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Sep-05	Contractor Submittal Requirement
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	Apr-03	
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	Sep-02	Contractor Submittal Requirement
52.232-17	INTEREST	Jun-96	
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Sep-05	
52.232.33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	Oct-03	
52.233-01 ALT I	DISPUTES (Alt-I, Dec-91)	Jul-02	
52.233-03	PROTEST AFTER AWARD	Aug-96	
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-02	DIFFERING SITE CONDITIONS	Apr-84	
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-84	
52.236-05	MATERIAL AND WORKMANSHIP	Apr-84	
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR	Apr-84	
52.236-07	PERMITS AND RESPONSIBILITIES	Nov-91	
52.236-08	OTHER CONTRACTS	Apr-84	
52.236-09	PROTECTION OF EXIST. VEGETATION., STRUCTURES., EQUIPMENT., UTILITIES, & IMPROVEMENTS	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-84	
52.236-12	CLEANING UP	Apr-84	
52.236-13	ACCIDENT PREVENTION	Nov-91	

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005- 09 on 04/19/2006)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE			
CLAUSE	TITLE	DATE	REMARKS
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-84	Contractor Submittal Requirement
52.236-17	LAYOUT OF WORK	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	Feb-97	
52.236-26	PRECONSTRUCTION CONFERENCE	Feb-95	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-04	CHANGES	Aug-87	
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS	Dec-06	
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	May 04	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.248-03 ALT I	VALUE ENGINEERING-CONSTRUCTION (Alt-I, Apr-84)	Feb-00	
52.249-02 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Alt-I, Sep-96)	May-04	
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)	Apr-84	
52.253-01	COMPUTER GENERATED FORMS	Jan-91	
TAR CLAUSES INCORPORATED BY REFERENCE			
CLAUSE	TITLE	DATE	REMARKS
1252.211-71	INDEX FOR SPECIFICATIONS	Apr-05	
1252.242-73	CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE	Oct-94	

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE			
PROVISION	TITLE	DATE	REMARKS
52.217-03	EVALUATION EXCLUSIVE OF OPTION	Apr-84	
52.217-04	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-05	EVALUATION OF OPTIONS	Mar-89	

# CONTRACT CLAUSES INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005- 09 on 04/19/2006)

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT					
CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-12	LIQUIDATED DAMAGES-CONSTRUCTION	Sep-00	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-18	VARIATION IN ESTIMATED QUANTITY	Apr-84	H	CONSTR. CONTRACT REQS	
52.219-4	NOTICE OF PRICE EVALUATION. PREFERENCE FOR HUBZONE SB CONCERNS	Jul-05	F	SOCIOECON PROG REQS	Contractor Fill-In
52.222-23	NOTICE OF REQ. FOR AFFIRMATIVE ACTION TO ENSURE E.E.O.	Feb-99	F	SOCIOECON PROG REQS	Contractor Reporting Requirements
52.223-03 ALT I	HAZARDOUS MAT. IDENT. & MATERIAL SAFETY DATA (Alt-I, Jul-95)	Jan-97	G	GEN'L CONTRACT REQS.	Contractor Submittal Requirements
52.223-09	EST. OF % OF REC. MAT. CONTENT FOR EPA DESIGN. PRODUCTS	Aug-00	G	GEN'L CONTRACT REQS	Contractor Reporting Requirement
52.225-09	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	Jan 05	F	SOCIOECON PROG REQS	Government & Contractor Fill In's
52-236-01	PERFORMANCE OF WORK BY THE CONTRACTOR	Apr -84	H	CONSTR. CONTRACT REQS	Government Fill In
52.236-04	PHYSICAL DATA	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In
TAR CLAUSES INCORPORATED BY FULL TEXT					
CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
FAR PT 22.9	GOV. NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Policy Statement - Not A Clause

(End of Clauses Index)

# CONTRACT PROVISIONS INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005- 09 on 04/19/2006)

### 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Clause)

### FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
52.211-06	BRAND NAME OR EQUAL	Aug-99	
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-04	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-05	SUBMISSION OF BIDS	Mar-97	
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	Nov-99	
52.214-18	PREPARATION OF BIDS--CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION	Aug-96	
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIAL.	May-02	

### TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS

# CONTRACT PROVISIONS INDEX

## FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005- 09 on 04/19/2006)

FAR PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.204-08	<b>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</b>	Jan 06	D	REPS. & CERTIFICATIONS	Mandatory Contractor On-Line Input
52.211-04	AVAILABILITY FOR EXAM. OF SPECS NOT LISTED IN GSA INDEX OF FED SPECS/STANDARDS & COM. ITEM DESCRIPTION	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.216-01	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.228-01	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Requirement
52.233-02	SERVICE OF PROTEST	Aug-96	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.236-27	SITE VISIT (CONSTRUCTION)	Feb-95	E	CONSTR. CONTRACT REQS.	Government Fill In.
OTHER PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
NONE					

(End of Provisions Index)

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION PROVISIONS

## REPRESENTATIONS AND CERTIFICATIONS

**Annual Representations and Certifications.** Prospective contractors shall complete electronic annual representations and certifications on-line at this web address: <http://orca.bpn.gov> (See FAR 4.1201) in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

**Vets100 Form** must also be filled-in online at <http://vets100.cudenver.edu/> in accordance with FAR Clause 52.222-37.

**Contractors are not eligible for award without completing these requirements.**

4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
(End of Provision)

### 52.204-8

#### 52.204-8 – Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:  
Annual Representations and Certifications (Jan 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is **\$31,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

**(End of Section D)**

**FEDERAL ACQUISITION REGULATION &  
TRANSPORTATION ACQUISITION REGULATION PROVISIONS  
INSTRUCTIONS TO BIDDERS**

**52.211-4**

**AVAILABILITY FOR EXAMINATION OF  
SPECIFICATIONS NOT LISTED IN THE GSA  
INDEX OF FEDERAL SPECIFICATIONS,  
STANDARDS AND COMMERCIAL ITEM  
DESCRIPTIONS (JUN 1988)**

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

**FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166-6511**

Send an email to the following address to make an appointment: **[eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov)**

**TIME(S) FOR VIEWING: 8 A.M. TO 4 P.M.**

**All documents are available for direct download from the following website:  
[www.efl.fhwa.dot.gov/procurement/procurement.htm](http://www.efl.fhwa.dot.gov/procurement/procurement.htm)**

**(End of Provision)**

**52.216-1**

**TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **firm-fixed-price** contract resulting from this solicitation.

**(End of Provision)**

**52.233-2**

**SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166-6511**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**(End of Provision)**

**52.236-27**

**SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged by contacting: **SEE  
CONTINUATION OF SF 1442, BLOCK 9.**  
**(End of Provision)**

**(End of Section E)**

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-1

## SOCIOECONOMIC PROGRAM REQUIREMENTS

### 52.219-4

#### Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(Oct 2004)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ **Offer elects to waive the evaluation preference.**

(d) *Agreement.* A HUBZone small business concern agrees

that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**(End of clause)**

### FAR SUBPART 22.9 NONDISCRIMINATION BECAUSE OF AGE (FEB 96)

22.901 Policy. Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.

**(End of Policy Statement)**

**52.222-23**

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<p><b>27.9%</b> <i>Orange</i></p> <p><b>25.2%</b></p> <p><b><i>Spotsylvania</i></b></p>	<p><b>6.9%</b></p>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is as follows:

**Orange & Spotsylvania County, Virginia**

**(End of Provision)**

**52.225-9**

**Buy American Act-Construction Materials.  
(Jan 2005)**

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single

and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means-

(1) An un-manufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

**NONE**

*[Contracting Officer to list applicable excepted materials or indicate “none”]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material

would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the

contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph 2 of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<b>Item 1:</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2:</b>			
Foreign construction material			
Domestic construction material			
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]			

**(End of Clause)**

**(End of Section F)**

## MINIMUM WAGE SCHEDULE

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

GENERAL DECISION: **VA20030016** VA16

Date: June 13, 2003

General Decision Number: **VA20030016**

Superseded General Decision No. VA020016

State: Virginia

Construction Type:  
HIGHWAY

County(ies):

ACCOMACK	KING WILLIAM	NOTTOWAY
AMELIA	LANCASTER	ORANGE
BRUNSWICK	LOUISA	RAPPAHANNOCK
CAROLINE	LUNENBURG	RICHMOND
EMPORIA*	MADISON	SOUTHAMPTON
ESSEX	MECKLENBURG	SURRY
FRANKLIN*	MIDDLESEX	SUSSEX
GREENSVILLE	NORTHAMPTON	WESTMORELAND
KING AND QUEEN	NORTHUMBERLAND	

\*INDEPENDENT CITIES

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ACCOMACK	KING WILLIAM	NOTTOWAY
AMELIA	LANCASTER	ORANGE
BRUNSWICK	LOUISA	RAPPAHANNOCK
CAROLINE	LUNENBURG	RICHMOND

EMPORIA*	MADISON	SOUTHAMPTON
ESSEX	MECKLENBURG	SURRY
FRANKLIN*	MIDDLESEX	SUSSEX
GREENSVILLE	NORTHAMPTON	WESTMORELAND
KING AND QUEEN	NORTHUMBERLAND	

SUVA3036A 09/24/1996

	Rates	Fringes
ASBESTOS WORKERS	10.10	
BLASTERS	10.55	
CARPENTERS, STRUCTURE	11.52	
CONCRETE FINISHERS	10.41	
LABORERS:		
Asphalt Rakers	9.10	
Construction Workers II		
(Laborers)	7.64	
Construction Workers I		
(Skilled Laborers)	8.07	
Landscape Workers	6.40	
Masons, Structure	9.00	
Pipelayers	7.92	
Power Tool Operators	8.09	
DECKHANDS	13.49	
ELECTRICIANS	19.51	
FENCE ERECTORS	9.08	
FLAGGERS	9.80	
FORM SETTERS	10.39	
GUARDRAIL ERECTORS	7.81	
MASONS, STRUCTURE	9.00	
PAINTERS	9.00	
PAINTERS, BRIDGE	17.50	
PLUMBERS	14.31	
POWER EQUIPMENT OPERATORS:		
Air Compressor Operators	10.15	
Asphalt Distributor Operators	9.32	
Asphalt Paver Operators	9.83	
Backhoe Operators	9.59	
Bulldozer Operators	10.56	
Bulldozer Operators, Utility	9.00	
Concrete Finish Machine/		
Screed Operators (Bridge)	13.00	
Concrete Finish Machine		
Operators, Utility	9.75	
Concrete Paving Machine		
Operators	11.00	

Concrete Pump Operators	8.33	
Concrete Saw Operators	8.06	
Crane, Derrick, Dragline Operators (1 yd. and under)	13.34	
Crane, Derrick, Dragline Operators (Over 1 yd.)	13.51	
Crusher Tender Operators	10.35	
	Rates	Fringes
Drill Operators	8.50	
Excavator Operators	10.01	
Front-End Loader Operators (2 yds. and under)	9.25	
Front-End Loader Operators (Over 2 yds.)	10.03	
Fuel and Lubricant Service		
Truck Drivers	9.00	
Gradall Operators	9.64	
Grade Checkers	7.33	
Hydro-Seeder Operators	12.07	
Log Skidder Operators	15.00	
Mechanics	12.06	
Mobile Mixer Operators	10.51	
Motor Grader Operators (Fine Grade)	12.18	
Motor Grader Operators (Rough Grade)	10.97	
Oiler Greaser	10.00	
Pavement Marking Truck Operators	8.89	
Pavement Marker Operators	9.09	
Pavement Planing Groundmen	8.00	
Pavement Planing Operators	8.80	
Pile Driver Leadsman	11.65	
Pile Driver Operators	12.50	
Pipe Boring/Jacking Machine Operators	8.38	
Plant Operators	10.00	
Pavement Planing Groundmen	8.00	
Pavement Planing Operators	8.80	
Roller Operators (Rough)	8.35	
Roller Operators (Finish)	8.61	
Scraper Pan Operators	9.38	
Shot Blast Machine Operators	10.00	

Shovel Operators	10.35
Slip-Form Paver Operators	9.50
Slurry Seal Paver Machine Operators	9.38
Slurry Seal Paver Truck Drivers	9.00
Stabilizer Operators	8.32
Stone Spreader Operators	8.69
Subgrade Machine Operators	8.80
Tractor Operators (Crawlers)	7.25
Tractor Operators (Utility)	7.29
Transit Mix Truck Drivers	9.75
Trenching Machine Operators	10.13
Vacuum Machine Operators	10.00
PLUMBERS	14.31
REINFORCING METAL WORKERS	14.78
SHEET METAL WORKERS	14.00
SIGN ERECTORS	11.13
STRUCTURAL WORKERS	14.00
TRAFFIC SIGNAL INSTALLERS/ MAINTAINERS	16.00
TRUCK DRIVERS:	
Heavy Duty (Over 7 c.y.)	9.18
Heavy Duty (Under 7 c.y.)	8.68
Multi-Tandem Single Rear Axle	8.17
WATERPROOFERS	8.00
WELDERS	14.00

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor

200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

## MINIMUM WAGE SCHEDULE

U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division

GENERAL DECISION: **VA20030020** 10/06/2006 VA20

Date: October 6, 2006

General Decision Number: **VA20030020** 10/06/2006

Superseded General Decision Number: VA020020

State: Virginia

Construction Type: Highway

Counties: Alexandria\*, Arlington, Clarke, Culpeper, Fairfax, Falls Church\*, Fauquier, Fredericksburg\*, King George, Loudoun, Manassas Park\*, Manassas\*, Prince William, Spotsylvania, Stafford and Warren Counties in Virginia.

\*INDEPENDENT CITIES

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest area projects and railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Modification Number	Publication Date
0	06/13/2003
1	01/16/2004
2	06/18/2004
3	11/12/2004
4	01/21/2005
5	05/06/2005
6	06/10/2005
7	11/11/2005
8	08/18/2006
9	10/06/2006

ELEC0026-001 06/05/2006

	Rates	Fringes
Electrician.....	\$ 31.45	10.35+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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\* IRON0201-003 05/01/2006

	Rates	Fringes
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Ironworker, Reinforcing.....\$	23.45	12.08
<hr/>		
* SUVA1999-001 01/29/1999		
	Rates	Fringes
Asbestos Worker.....\$	9.83	
Blaster.....\$	11.33	
Carpenter		
Structure.....\$	11.56	
Concrete Finisher.....\$	12.84	
Deckhand.....\$	9.50	
Fence Erector.....\$	6.95	
Flagger.....\$	9.25	
Form Setter.....\$	10.92	
Guardrail erector.....\$	9.75	
Laborers:		
Asphalt Rakers.....\$	10.50	
Construction Workers I		
(Skilled Laborers).....\$	9.72	
Construction Workers II		
(Laborers).....\$	8.40	
Landscape Workers.....\$	8.39	
Pipelayers.....\$	9.17	
Power Tool Operators.....\$	10.06	
Mason		
Structure.....\$	8.65	
Painter, Bridge.....\$	11.47	
Painter.....\$	18.00	
Plumber.....\$	14.31	
Power equipment operators:		
Air Compressor Operators....\$	9.50	
Asphalt Distributor		
Operators.....\$	10.76	
Asphalt Paver Operators.....\$	11.97	
Backhoe Operators.....\$	11.72	
Bulldozer Operators,		
Utility.....\$	12.71	
Bulldozer Operators.....\$	11.93	
Concrete Finish Machine		
Operators, Utility.....\$	11.15	
Concrete Finish Machine/		
Screed Operators (Bridge)...\$	13.00	
Concrete Paving Machine		
Operators.....\$	11.00	
Concrete Pump Operators.....\$	8.33	
Concrete Saw Operators.....\$	8.00	
Crane, Derrick, Dragline		
Operators.....\$	14.76	
Crusher Tender Operators....\$	10.35	
Drill Operators.....\$	9.69	
Excavator Operators.....\$	12.00	
Front-End Loader Operators		
2 yds. & under.....\$	11.40	
Front-End Loader Operators		
Over 2 yds.....\$	11.91	

Fuel and Lubricant Service	
Truck Drivers.....	\$ 11.88
Gradall Operators.....	\$ 14.00
Grade Checkers.....	\$ 7.47
Hydro-Seeder Operators.....	\$ 10.78
Log Skidder Operators.....	\$ 15.00
Mechanics.....	\$ 13.75
Mobile Mixer Operator.....	\$ 10.71
Motor Grader Operators	
Fine Grade.....	\$ 12.90
Motor Grader Operators	
Rough Grade.....	\$ 12.55
Oiler Greaser.....	\$ 10.00
Pavement Marker Operators...	\$ 9.00
Pavement Marking Truck	
Operators.....	\$ 8.50
Pavement Planing	
Groundman.....	\$ 10.00
Pavement Planing	
Operators.....	\$ 10.00
Pipe Boring/Jacking	
Machine Operators.....	\$ 9.75
Plant Operators.....	\$ 10.00
Roller Operators	
Finish.....	\$ 10.86
Roller Operators	
Rough.....	\$ 9.59
Scraper Pan Operators.....	\$ 10.41
Shot Blast Machine	
Operators.....	\$ 8.13
Shovel Operators.....	\$ 10.09
Slip-Form Paver Operators...	\$ 9.00
Slurry Seal Paver	
Machine Operators.....	\$ 9.67
Slurry Seal Paver	
Truck Drivers.....	\$ 8.63
Stabilizer Operators.....	\$ 8.32
Stone Spreader Operators....	\$ 10.13
Subgrade Machine Operators..	\$ 8.80
Tractor Operators	
Crawlers.....	\$ 8.02
Tractor Operators	
Utility.....	\$ 9.96
Transit Mix Truck Drivers...	\$ 9.75
Trenching Machine Operators.	\$ 10.00
Vacuum Machine Operators....	\$ 10.20
Sheet Metal Worker.....	\$ 11.50
Sign Erector.....	\$ 15.00
Structural workers.....	\$ 17.08
Truck drivers:	
Heavy Duty	
Over 7 c.y.....	\$ 9.46
Heavy Duty	
Under 7 c.y.....	\$ 8.38

Multi-Rear Axle.....	\$ 10.17
Single Rear Axle.....	\$ 9.08
Tandem Rear Axle.....	\$ 9.25
Waterproofer.....	\$ 7.28
Welder.....	\$ 12.10

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project

description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## GENERAL CONTRACT REQUIREMENTS

### 52.223-3

#### **Hazardous Material Identification and Material Safety Data. (Jan 1997) Alt I (Jul 1995)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
NONE	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations

(including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**(End of Clause)**

**52.223-9**

**Estimate of Percentage of Recovered Material Content  
for EPA-Designated Products.  
(AUG 2000)**

(a) Definitions. As used in this clause— “Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.” “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

**Contracting Officer  
Eastern Federal Lands Highway Division  
21400 Ridgeway Circle  
Sterling, VA 20166.**

(End of Clause)

**52.248-3 -- Value Engineering – Construction.**

As prescribed in [48.202](#), insert the following clause:

Value Engineering -- Construction (Feb 2000)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP’s) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP’s, in accordance with paragraph (f) below.

(b) *Definitions.* “Collateral costs,” as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the agency’s overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

“Contractor’s development and implementation costs,” as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

“Government costs,” as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

“Instant contract savings,” as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor’s development and implementation costs, including subcontractors’ development and implementation costs (see paragraph (h) below).

“Value engineering change proposal (VECP)” means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

- (i) In deliverable end item quantities only; or
- (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item’s function or characteristics are being altered, and the effect of the change on the end item’s performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor’s allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing --*

(1) *Rates.* The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment.* Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract DTFH71-07-C-000XX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

**(End of Section G)**

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## CONSTRUCTION CONTRACT REQUIREMENTS

### **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within (**SEE SF 1442, BLOCK 11 FOR NUMBER OF DAYS**) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (**THE TIME INDICATED IN THE CONTINUATION OF THE SF 1442, BLOCK 11**). The time stated for completion shall include final cleanup of the premises. **(End of Clause)**

### **52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)**

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (**SEE SUBSECTION 108.04 OF THE FP-96 AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT**) for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. **(End of Clause)**

### **52.211-18 -- Variation in Estimated Quantity.**

As prescribed in [11.703](#)(c), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

#### **Variation in Estimated Quantity (Apr 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an

extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified. **(End of Clause)**

### **52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR. (Apr 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **50** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. **(End of Clause)**

### **52.236-4 PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations (**SEE CONTINUATION OF SF 1442, BLOCK 9**).

(b) Weather conditions: **CONTACT LOCAL OFFICE OF NATIONAL WEATHER SERVICE, U.S. DEPARTMENT OF COMMERCE.**

(c) Transportation facilities: **N/A**

(d) Other Information: **SEE CONTINUATION OF SF 1442, BLOCK 9.**

**(End of Clause)**

**(End of Section H)**

FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION

LIBRARY OF SPECIFICATIONS (LOS)  
TO  
FP-03

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FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
SPECIAL CONTRACT REQUIREMENTS  
Project PRA-FRSP 11(1), 19(1), ETC. Fredericksburg and Spotsylvania National  
Military Park

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) U. S. Customary Version*, U. S. Department of Transportation, Federal Highway Administration.

### **Section 101.—TERMS, FORMAT, AND DEFINITIONS**

101.01. Delete the last paragraph.

101.03(a). Add the following:

IPCEA - Insulated Power Cable Engineers Association

### **Section 102.—BID, AWARD, AND EXECUTION OF CONTRACT**

102.04. Add the following:

Furnish documentary evidence as to the ownership and value of the assets pledged in support of the bond and details of the security interest in the assets by the individual sureties for the apparent low bidder within 14 calendar days after the opening of bids. Failure to submit evidence within the time required will be grounds for declaring the surety unacceptable.

In addition, the CO may, after reviewing the Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail, or failure of the surety to respond with the requested information or documents within 7 business days of receipt of the request, will be cause for rejection of the surety.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

102.06. Add the following after the last paragraph:

Submit the documentary evidence for individual sureties at the same time as the Affidavit of Individual Surety and security interest in assets pledged. A Contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond before the issuance of the Notice to Proceed will be permitted one opportunity to substitute an acceptable surety or sureties within 7 business days of receipt of notification that the surety is unacceptable.

The Government's right to direct the substitution of sureties to ensure the continuing acceptability of the bonds during the performance of the Contract according to FAR Clause 52.228-2, Additional Bond Security, is not restricted.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

### **Section 104.—CONTROL OF WORK**

104.03(a). Add the following to the third paragraph:

Drawings will be reviewed in the order they are received.

104.03(b). Add the following after 104.03(b):

**(c) As-built working drawings.** Furnish 2 sets of as-built working drawings. The Government will provide 2 sets of contract drawings to be used exclusively for recording the as-built details of the project.

Keep the as-built working drawings current on a weekly basis and have at least 1 set available on the jobsite at all times. Accurately and neatly record changes from the contract plans, which are made in the work, or additional information, which might be uncovered in the course of construction, as they occur by means of details and notes. Maintain a log of all changes made to the as-builts, and monthly, at the estimate cutoff date, make the as-builts and log available for review by the CO.

Note all additions or revisions to the location, character, and dimensions of the prescribed work shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Use the red-line process (red pencil or red ink) to record on the working and final as-built drawings, as a minimum, but not limited to, the information described below:

**(1) Typical section(s)**

(a) Revisions in dimensions; and

(b) Revisions in materials.

**(2) Plan and profile**

(a) Plan

(1) Revisions to the alignment;

(2) Changes in the construction limits;

(3) Revisions in location, type, and grade of road approaches;

(4) Location and type of utilities;

- (5) Location, size, and type of underdrains;
- (6) Skew of culverts;
- (7) Channel changes;
- (8) Location of monuments and permanent references;
- (9) Elevations for all aerial and underground crossings of utilities; and
- (10) Location, length, and type of fencing.

**(b) Profile**

- (1) Revisions to grades, elevations, and stationing of intersection PIs;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;
- (4) Length of culvert extension. and length of existing culvert;
- (5) Location, length, stationing, and type of retaining walls; and
- (6) Location, length, stationing, and end treatment of guardrail.

**(3) Miscellaneous**

- (a) Revisions to parking areas or turnouts;
- (b) Final location, type and length of curbs, sidewalks, etc.;
- (c) Fencing type and limits; and
- (d) Landscaping and planting

**(4) Special Contract Procedures**

- (a) Method of excavation, concrete placement, girder erection, structure repairs, etc

Prepare final as-built drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The as-built working drawings and final

as-built drawings will be jointly reviewed for accuracy and completeness by the CO and the Contractor prior to submission of each monthly pay estimate.

If the monthly review finds that the Contractor is not maintaining the as-builts, payment of the Contractor's invoice will be withheld until the as-builts are brought up to date.

If the Contractor fails to maintain the working and final as-built drawings as specified herein, the CO will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This deduction shall be a minimum of 5 percent, but no greater than 15 percent, of the payment to date request, and will be in addition to any retainage or other withheld funds. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built drawings and return to the CO within 5 working days for approval.

No direct payment will be made for maintaining and furnishing as-built working drawings.

104.05. Add the following:

When hauling on National Park Service roads, do not exceed the following load restrictions:

<u>Single Units</u>	<u>Gross Vehicle Weight - pounds</u>
2 axles	40,000
3 axles	48,000
4 or more axles	52,000
 <u>Combination Units</u>	
3 axles	57,000
4 axles	62,000
5 or more axles	66,000

Where the ground is saturated with water or during periods of freezing and thawing, the CO may impose further load restrictions or suspend hauling.

Operate loaded vehicles hauling material at speeds not exceeding 40 mph or posted speed limit, and spaced at 500 feet minimum intervals. Do not exceed 25 mph or posted speed limit or operate more than one loaded hauling vehicle at one time on a bridge.

### **Section 105.—CONTROL OF MATERIAL**

105.02(b). Add the following:

If any material is to be excavated from any material source outside the construction limits, other than commercially operated sites, before work begins provide a certification from the State Historic Preservation Officer or Indian Tribal Council, if applicable, stating:

- (1) That a cultural resource survey (a survey for historical sites and archeological remains) has been performed at the proposed site, and
- (2) That no significant cultural resources exist in the area that will be disturbed by the Contractor.

### **Section 106.—ACCEPTANCE OF WORK**

106.03. Delete the first sentence of the second paragraph and substitute the following:

Other than references in or to the FAR or Federal Law, when these Standard Specifications or Supplemental Contract Requirements reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996.

106.05(a) Add the following:

At the Preconstruction Conference, the Government will provide a copy of the computer program "QL-PAY," along with instructions. QL-Pay is a Windows based program that computes the quality levels and pay factors as described in this Subsection.

### **Section 107.—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

107.01. Add the following:

The following permits may be required for this project:

- 1. Water Quality Permit

2. Hazardous Waste Permit
3. Disposal Permit or Agreement

This list of permits may not be all inclusive of those required for construction. No time or damages, including impact damages, will be allowed for failure to obtain necessary permits or agreements. Provide copies of these permits and agreements upon request.

107.01. Delete the second sentence of the third paragraph and substitute the following:

Obtain all additional permits or agreements and modifications to Government-obtained permits or agreements that are required.

107.02. Add the following after the third paragraph:

For the full duration of construction, protect the existing trees that are tagged by the CO in the following manner:

(a) Install and maintain a 4-foot high wood slat fence with steel posts around the perimeter of the root protection area, per Subsection 619.06. The root protection area is defined as an area equal to 10 feet outside the dripline.

(b) All construction which takes place within the root protection area must be approved by the CO. Do not store or locate construction materials, vehicles, staging areas, topsoil, disposal areas, or trailers within the root protection area. Protect the area from flooding, erosion, sedimentation, and potentially harmful materials through run-off or spillage.

(c) Remove all tree protection prior to final acceptance.

107.02. Add the following after the sixth paragraph:

Notify the CO in writing at least 48 hours in advance of any scheduled utility shutdown, investigation, and /or related work.

107.02. Add the following:

Since the project is located in a National Military Park, artifacts of historic significance may be encountered. When artifacts of historic significance are encountered, suspend operations in accordance with this Section.

107.05. Add the following after the second paragraph:

Submit all claims to the insurance company for investigation, regardless of deductible, unless the Contractor has chosen to pay the claim directly. Provide the results of any investigations and subsequent actions to the CO within 1 week of receipt from the insurance company or of action. Determination by the insurance company that the claim

is not covered by the policy is not an adequate basis for the Contractor to fail to meet its obligations under the requirements of this Section.

107.10. Add the following:

The project lies within the boundaries of a National Park. Maintain all equipment, office, and material staging or repair areas in a neat and orderly condition at all times. Store all fuel and oil in accordance with all applicable federal, state, and local regulations. Clean up fuel and oil spills immediately and dispose of contaminated material in a manner consistent with all environmental regulations. Immediately notify the Park Superintendent of any spills that have occurred. The Contractor's personnel are strictly prohibited from depositing trash or construction debris within areas of the project or within the park boundaries, unless in Contractor furnished trash bins located in the staging area.

107.11. Add the following:

Confine all operations to work limits of the project. Prevent damage to natural and cultural surroundings. Any damaged areas, monuments, historical markers, trees, or plants will be repaired and/or replaced by the Contractor at no expense to the Government.

### **Section 108.—PROSECUTION AND PROGRESS**

108.01. Add the following:

Construction operations are limited as follows:

No work will be permitted on Sundays or National legal holidays.

Paving operations will not be permitted between December 1<sup>st</sup> and February 28<sup>th</sup>.

Anderson Drive from East Angle Drive to Site 5 (Sta. 80+00+/- to 95+98) and East Angle Drive can be closed to traffic during project work. Maintain at least one lane of traffic on Anderson Drive from Bloody Angle to East Angle Drive, Gordon Drive, Burnside Drive and Grant Drive during construction operations.

The Fredericksburg Visitor Center Parking Area must remain open at all times between Memorial Day and Labor Day weekends. The Contractor may close the parking area at other times and must make every attempt to perform pavement removal operations in one continuous operation.

Spotsylvania and Wilderness Parking Areas can be closed to traffic during construction.

Public access to half of the parking spaces at the Chancellorsville Visitor Center Parking Area must remain open during construction, unless approved in advance by the CO. If approved, only short-term closures will be allowed.

Under Option B, maintain one lane of traffic on Hancock Road at all times.

Concrete trucks will not be allowed to clean or waste concrete on Government property.

### **Section 109.—MEASUREMENT AND PAYMENT**

109.08(b). Add the following:

Submit invoices by the 7th day after the closing date. Invoices received after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

109.08(c). Add the following:

The government's designated billing office is:

Federal Highway Administration  
Eastern Federal Lands Highway Division  
Loudoun Tech Center  
21400 Ridgetop Circle  
Room 200  
Sterling, Virginia 20166-6511  
ATTN: CONSTRUCTION DIVISION

### **Section 152.—CONSTRUCTION SURVEY AND STAKING**

152.02. Add the following:

The government has wheel-stationed the centerline for Grant Drive (Route 11), Anderson Drive (Rte. 19), Gordon Drive (Rte. 20), and Burnside Drive (Rte. 22), with painted stationing on the ground at least every 100 feet. The government staked the proposed centerlines at Site 1 (Spotsylvania Parking – Rte. 912), Site 2, Site 3, Site 4 & Site 6, as shown in the Plans. The centerline for Hancock Road (Option B) was not marked on the ground, however, the work will proceed from Brock Road to the Park Boundary on Hancock Road (the distance of work was approximated from maps to be 2,365' +/-).

152.03. Delete the text of paragraphs **(h)**, **(i)**, **(j)**, and **(k)**.

152.03(a). Add the following:

Set benchmarks (at least every 1,000 feet of roadway). Replace any missing control points.

152.03(1)(9) and (10). Delete the subsections and replace with the following:

(9) Traffic control (both permanent and temporary) signs, signals, markings, delineators, object markers, etc.

152.03(I). Add the following:

(10) Excavation limits for various drainage, walls, structures, and other pertinent items

(11) Sidewalk

(12) Curb

(13) Bollards

#### **Section 154.—CONTRACTOR SAMPLING AND TESTING**

154.03. Add the following:

Furnish test results to the CO immediately after completing the test. The requirements for furnishing test results do not include sample aging or curing time; therefore, reporting times will be extended accordingly.

Submit proposals for using alternate AASHTO or State approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

154.04. Add the following:

On a weekly basis, submit a copy of all current Contractor test results and pay factor calculations based on those tests for items accepted under Subsection 106.05. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. The Government may use the Contractor's test results to determine final pay factors for acceptance according to Subsection 154.05.

#### **Section 155.—SCHEDULES FOR CONSTRUCTION CONTRACTS**

155.02. Add the following after the third paragraph:

**155.02A Weather Delays.****(a) Weather Delay Definitions.**

- (1) Reasonably Predictable Weather.** The number of workdays that can expected to be lost in any month due to rainfall based on 10-year historical weather data.
- (2) Rain Day.** A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.
- (3) Drying Day.** A work day(s) immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.
- (4) Workday.** A day not excluded from work by Section 108 of the Special Contract Requirements.
- (5) Unusually Severe Weather.** When the number of Actual Workdays Lost is greater than the calculated Total Lost Days for the month in question.

**(b) Reasonably Predictable Weather.** Determine Reasonably Predictable Weather for this contract by completing Table 155-1. Calculate data for Table 155-1 as follows:

- (1)** Using the last 10 years of historical weather data from the nearest NOAA weather data collection station, compute the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average. Add the average number of workdays lost to the standard deviation.
- (2)** The Total number of Lost Days (Average Workdays Lost plus 1 Standard Deviation, rounded to whole days) will be considered normal for each month.
- (3)** Submit a completed Table 155-1 with the initial construction schedule.

**(c) Unusually Severe Weather** Under FAR Clause 52.249-10, Default (Fixed-Price Construction), the Contractor can request time for a delay due to Unusually Severe Weather.

The number of Actual Workdays Lost is calculated by first totaling the actual Rain Days plus the actual Drying Days occurring in the month in question. From this total, deduct any workdays meeting the following conditions:

- (1)** The Rain Day or Drying Day occurred on a non-work weekday such as a holiday.

(2) Rainfall occurred at a time when no weather dependent work was in progress or occurred during planned or unplanned shutdowns due to other circumstances such as equipment failure, strikes, material supplies, delays, etc.

(3) The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of Actual Workdays Lost is greater than the Total Lost Days, then Unusually Severe Weather occurred during the month in question.

**(d) Time Adjustments for Rain Delays.** If the net number of Actual Workdays Lost to rain is less than the Total Lost Days for the month in question, no time adjustments will be made. If the net number of Actual Workdays Lost is more, then an excusable time extension may be granted. The Contractor must submit a Weather Time Impact Analysis supporting any alleged delays due to Unusually Severe Weather.

**(e) Delays Due To Other Weather Conditions.** Delays due to other unusually severe weather conditions (snow, extreme cold or heat, high winds, etc.) must be supported with a Weather Time Impact Analysis using historical weather data.

155.02. Delete the last paragraph and substitute the following:

The Construction Contract Time shown on the construction schedule for contract completion or for any interim completion dates shall be the calendar dates established in the contract.

155.04. Add the following to the first paragraph:

For a computer-generated CPM, use Primavera software or software that is file-compatible with Primavera.

Add the following at the end of the Subsection:

TABLE 155-1

Project Number\_\_\_\_\_

Location of NOAA Data Collection Station\_\_\_\_\_

Data Years (10-year history): 19\_\_\_\_ through 20\_\_\_\_

REASONABLY PREDICTABLE WEATHER

MONTH	AVERAGE WORKDAYS LOST	STANDARD DEVIATION	TOTAL LOST DAYS
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			

**Section 156.—PUBLIC TRAFFIC**

156.03. Add the following:

Hauling will only be permitted from the nearest point of public access to the work site.  
Minimize hauling over completed pavement.

156.04. Add the following:

(f) Ensure that all drains and inlets within the project limits are fully functional throughout the duration of the project.

156.06(b). Delete the second sentence and substitute the following:

For shoulder drop-offs in excess of 3 inches, provide a 1V:3H fillet with “*Low Shoulder*” warning signs.

156.06(i) Delete the text and substitute the following:

(i) Limit construction caused delays to public traffic to a maximum of 15 minutes per passage through the project.

156.07. Delete the Subsection and substitute the following:

**156.07 Nighttime Operations.** Nighttime operations are not permitted. Perform construction operations during the hours of daylight (½ hour after sunrise to ½ hour before sunset).

156.08. Delete the second sentence of the first paragraph and substitute the following:

The traffic safety supervisor may be the superintendent.

## **Section 201.—CLEARING AND GRUBBING**

201.03. Add the following:

Since the project is located in a National Military Park, artifacts of historic significance may be encountered. When artifacts of historic significance are encountered, suspend operations in accordance with this Section.

## **Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

203.05(b). Delete the Subsection and substitute the following:

**(b) Burn.** Burning is prohibited. Dispose of material according to Subsection 203.05(a).

203.05(c). Delete the Subsection and substitute the following:

**(c) Bury.** Burying debris is prohibited. Dispose of material according to Subsection 203.05(a).

## **Section 204.—EXCAVATION AND EMBANKMENT**

204.13(d). Add the following:

Flush the exposed faces of rock embankment with soil conserved from the

excavation.

### **Section 301.—UNTREATED AGGREGATE COURSES**

301.03. Add the following after the second paragraph:

Submit the representative 300-pound sample to the EFLHD Central Laboratory in Sevierville, Tennessee.

301.03. Add the following:

If an alternate State gradation is produced as provided in Subsection 703.05, notify the CO in writing. If the target values with respect to the State gradation are not identified, they will be the midpoint of the allowable State specification band.

### **Section 401.—SUPERPAVE HOT ASPHALT CONCRETE PAVEMENT**

401.01. Add the following:

Asphalt binder is designated as performance grade PG 64-22.

401.03. Add the following:

At the option of the contractor, a State Highway Department Superpave Hot Asphalt Concrete mixture may be submitted for approval that has the same nominal maximum size aggregate size, traffic level (design ESAL), and asphalt binder grade as specified.

401.03(a). Delete the first sentence and substitute the following:

Do not use mixes with over 15 percent recycled asphalt pavement in the top lift.

401.03(b). Add the following:

For State Department of Transportation mixes, submit a job-mix formula that is currently approved and has been tested by the State within a year of the date of intended use. Include documentation from a State highway official certifying that it is an approved State mix.

401.03(b). Add the following:

For percentages of recycled asphalt pavement greater than 15 percent, the contractor must submit a quality control plan showing sufficient control of the recycled asphalt pavement.

Submit all materials and information to the EFLHD Central Laboratory in Sevierville, Tennessee.

401.03(c). Add the following:

Allow a minimum of 21 calendar days for verification of each job-mix formula after receipt of all materials and information at the EFLHD Central Laboratory.

401.13. Add the following:

Begin paving operations at the furthest location from the asphalt plant and proceed towards the plant.

### **Section 502.—RIGID PAVEMENT RESTORATION**

502.06(a). Delete the first two sentences and substitute the following:

The CO will inspect joints in the existing concrete pavement at the Fredericksburg Visitor Center Parking Area after removal of the existing asphalt overlay and will designate those joints or cracks to be cleaned and sealed.

Clean expansion joints to a depth of 2 inches. Clean longitudinal joints and transverse joints to a depth of 1.5 inches.

Fill designated joints and cracks 0.75 inches or less in width with a poured joint filler. Fill joints and cracks over 0.75 inches in width with a sand-asphalt mixture. Reseal joints immediately after cleaning.

### **Section 601.—MINOR CONCRETE STRUCTURES**

601.03. Delete the first sentence and substitute the following:

Conform to Table 601-1 or furnish a concrete mix used locally by either a Federal or State agency for the construction of minor concrete structures, that also meets the minimum 28-day compressive strength requirement of Table 601-1.

601.03(i). Add the following:

Concrete for curb and designated sidewalk will be medium-brown in color. Curb color samples must be approved by the CO prior to any work. Construct 3 curb test panels with 3 different concrete colors for CO's approval.

**Section 602.—CULVERTS AND DRAINS**

602.03. Add the following:

Furnish culvert pipe from the following groups:

Reinforced concrete pipe, Class (*Class II*)

**Section 607.—CLEANING, RECONDITIONING, AND REPAIRING EXISTING DRAINAGE STRUCTURES**

607.02. Add the following:

Provide for the control and disposal of any accumulation of water that interferes with construction.

**Section 608.—PAVED WATERWAYS**

608.11. Add the following:

Measure drainage chutes by the each.

**Section 609.—CURB AND GUTTER**

609.10. Add the following:

Measure curb height transition sections as curb.

**Section 615.—SIDEWALKS, DRIVE PADS, AND PAVED MEDIANS**

615.01. Add the following after the second paragraph:

This work also consists of aggregate sidewalks (recycled waste stream rubber walks) constructed in accordance with Detail E615-A of the Plans and this Section. Material for this sidewalk will consist of Rainbow Turf ® jungle theme material (colored rubber product produced from recycled waste stream rubber) as shown at:

[http://www.rainbowturfproducts.com/rainbow\\_turf\\_mulch.htm](http://www.rainbowturfproducts.com/rainbow_turf_mulch.htm), or of approved equivalent. The color of the sidewalk will match the current installation at the Fredericksburg Visitor Center. Mix with binder and pour the aggregate into place in accordance with the product website. Call the company at 888-653-7529 to order the product.

615.02. Add the following:

Recycled waste stream rubber

Rainbow Turf Mulch as manufactured by Rainbow Turf Products, 109 E. 17th Street, St. Cloud, FL 34769, 407-957-9499, FAX: 407-957-9599, toll free: 1-888-653-7529, email: info@rainbowturfproducts.com or approved equal.

615.03. Add the following:

When placing aggregate sidewalks (recycled waste stream rubber walks), use lightweight hauling equipment. Exercise care in using equipment, avoiding damage to adjacent plant and tree growth. Place aggregate sidewalks (recycled waste stream rubber walks) as recommended by manufacturer.

### **Section 624.—TOPSOIL**

624.04. Add the following after the second paragraph:

Where topsoil will be placed on slopes on which the character of the subsoil will not blend with the topsoil, work the topsoil into the subsoil to eliminate any slip-plane between the two materials and leave a sufficient cover of topsoil to ensure germination of the seed.

### **Section 625.—TURF ESTABLISHMENT**

625.01. Add the following:

The work does not include areas previously protected by soil erosion control measures according to Section 157, and upon which permanent suitable vegetation has started growth.

625.07. Add the following:

Apply seed at the rates for each season as follows:

<u>Name of Seed</u>	<u>Seeding Seasons and Rates (pounds per acre)</u>
Hard fescue-variety Serra	80 lb
Tall fescue-variety Winning Colors*	<u>27 lb</u>
Total Seed	107 lb per acre

\*Winning Colors is distributed by Lebanon and contains Master Pieces, Picasso, and Rembrandt.

625.08. Add the following:

Use straw mulch.

625.08. Add the following:

Apply mulch at the following rates:

<u>Mulch</u>	<u>Rate (pounds per acre)</u>
Straw	5,000 (1 to 2 inch mat)

### **Section 627.—SOD**

627.03. Add the following:

Furnish Tall Fescue, Kentucky 31 sod.

Lay sod between April 1 and September 30.

627.05. Delete the last sentence of the first paragraph and substitute the following:

Grade the finished surface of the sod bed to a smoothness comparable to results obtained by hand raking, leaving it clean and free of stones over 1 inch in size, sticks, stumps, other debris and depressions that might interfere with proper placement or subsequent growth.

Apply fertilizer and agricultural limestone at the same rates specified in Section 625.

627.06. Add the following:

Thoroughly water the sod, immediately after installation, to a depth of 4 inches.

627.10. Add the following:

Sod will be subsidiary to the paved waterway pay item and will not be paid for separately under this contract.

### **Section 633.—PERMANENT TRAFFIC CONTROL**

633.01. Delete the second paragraph and substitute the following:

Sign panels are designated as aluminum.

633.03. Add the following after the first sentence:

Furnish signs also meeting the requirements of the National Park Service Sign Manual, revised January 1988. Provide NPS Modified Clarendon lettering for NPS guide signs.

633.03. Add the following:

Paint supports, backs and edges of sign panels with Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (brown), or approved equal.

Furnish aluminum sign panels.

Furnish wood posts.

#### **Section 634.—PERMANENT PAVEMENT MARKINGS**

634.03. Add the following to the first paragraph:

Place traffic markings before a winter suspension of paving operations.

#### **Section 635.—TEMPORARY TRAFFIC CONTROL**

635.03. Add the following:

For all signs and other devices requiring orange color, use fluorescent red-orange or fluorescent yellow-orange color with Type III or higher retroreflective sheeting.

635.03(i). Add the following:

Submit a certification that the devices have been successfully crash tested to meet the requirements of NCHRP 350 and/or have been accepted by the FHWA.

635.07. Delete the last sentence and substitute the following:

Remove or completely cover all unnecessary signs, or signs that conflict with the construction signing or Traffic Control Plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Provide sign covers for temporary signs meeting the following requirements:

- a) Large enough to completely cover the sign.

- b) Easy to attach to and remove from the sign without damaging the sign face. Do not use adhesives, glues, tapes, or mechanical fasteners that mar the sign face.
- c) Black, non-reflective, and opaque.
- d) Made of plywood (minimum of 3/8-inches thick), aluminum (minimum of 0.040 inches thick), or sheet metal of a sufficient thickness that the covering will not be lifted, bent or damaged by wind.
- e) Durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project.

### **Section 636.—SIGNAL, LIGHTING, AND ELECTRICAL SYSTEMS**

636.01. Add the following:

This work includes the installation of traffic detector systems, which will perform the following:

1. Performs vehicle traffic counts
2. Interfaces with operating and reporting software

636.02. Add the following:

Furnish rigid galvanized steel conduit for conduits serving the traffic detector systems.

636.02. Add the following:

Granular Backfill	703.03
Traffic Counter	721.AA
Traffic Counter Reporting Software	721.AB
Traffic Counter Cabinet	721.AC

Furnish type THWN Class B #14 AWG minimum, 600 Volt stranded single copper conductor, IPCEA Standard 861-401 with UL label. Furnish wire with a uniform thickness of insulation, which is moisture and heat resistant to 250 °F.

Furnish shielded twisted pair, size No. 14 minimum, copper lead-in cable.

Furnish a traffic counter meeting the characteristics described in Subsection 721.AA. Furnish loop detectors as shown in the plan drawings or as directed by the CO. Mount the counter cabinet to the gate rest post as shown in the plan drawings.

636.02. Add the following:

Provide equipment for the system consisting of the following items and quantities:

<b><u>Item</u></b>	<b><u>Quantity</u></b>
Traffic Counter	1 EA
Traffic Counter Cabinet	1 EA
Traffic Counter Reporting Software	1 EA (CD-ROM)
1-inch Diameter Galvanized Steel Conduit	15 LN FT
Loop Detectors (#14 Twisted Pair Lead-in Cable)	*

\* Provide enough loop wire to construct a minimum 6' X 6' detector as shown in the plan drawings.

Note: These quantities are in addition to those specified under individual pay items.

636.04: Delete the second paragraph and substitute as follows:

Fourteen (14) working days prior to installing traffic detector system, submit a list of proposed equipment and material for the traffic detector system. Include manufacturer's name, size, and identification number of each item. Supplement the list with shop, drawings, cut sheets, manuals, wiring diagrams and schematics of adequate detail to demonstrate compliance with the contract documents.

636.05. Add the following:

Install conduits a minimum of 2-feet below finished grade, except as noted in the plan drawings. At reconstruction areas, install conduit prior to placing proposed pavement structure.

636.05. Add the following:

Bond ends of conduits together using a method in compliance with Article 250 of the National Electric Code. Cap all conduits until terminated in an enclosure or cabinet or cables are installed. Place backfill in layers not to exceed 4-inches in thickness and compacted with mechanical tampers or other approved mechanical compactors as directed. Provide backfill material that consists of suitable granular material.

Install pull boxes flush with the shoulder surface. Restore the disturbed area around the pull box and conduit installations.

Complete the installation of all loops, conduits, and pull boxes at one location before moving to another location.

Install 1-inch diameter galvanized steel conduit under the shoulder from the end of the saw cut to the counter cabinet. Install a bushing on the conduit stubout to prevent damage to loop lead-in wires. Make bends in conduit without kinking, flattening or appreciably

reducing the internal diameter of the conduit. Use hydraulic or power pipe bender, or template for all bends. Apply conductive compound on all threaded ends.

Install the conduit in a direct line with the loop saw cut so that the wires entering the conduit will not be bent. Stubout conduit at a depth that will permit a minimum of 2-inches of cover on top of the conduit when installed. The cover over the conduit shall be the same material used to seal the sawcut.

636.07. Delete the last sentence of the sixth paragraph and substitute the following:

Replace the loop if the Megger reading is less than 10 Meg ohms or the inductance is less than 60 microhenries or more than 100 microhenries.

636.07. Add the following:

Sawcut loops into pavement base course prior to placing pavement surface course.

Furnish and install the lead-in cable in the conduit from the stubout with sufficient length to reach the future counter cabinet. Secure the lead-in cable and cap the T-section end. Splice each loop to an individual lead-in cable.

Install traffic counters and connect to loops according to the manufacturer's recommendations. Connect new loops to existing traffic counters in accordance with the manufacturer's recommendations.

**(a) Cabinet Post (Gate Rest Post)**

Mount counter cabinet to the metal gate post as shown in the plan drawings.

**(b) Traffic Counter Station**

Cabinet locations shown on the plans may be changed to fit field conditions as directed by the CO. Mount counter station cabinet on post as shown in the plan drawings. Install all conduits between devices mounted on post as shown in the plan drawings.

Paint all exposed cabinets, conduit and attachment hardware Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (NPS Brown), an example for which will be provided by the CO and touch up all surfaces factory painted NPS Brown that were scratched, chipped or damaged during shipping or installation. Do not paint the following items:

1. Code required labels such as Underwriters Laboratories.
2. Identification, performance rating, name or nomenclature plates of mechanical or electrical fire equipment.
3. Operating or moving parts of operating units or mechanical and electrical equipment such as: solar panels and, radio antennas.

Perform surface preparation and painting methods as follows:

1. Comply with the manufacturer's recommendations as to environmental conditions under which paint and finishes may be applied, and the following:
  - Do not apply paints in rain, snow, or mist, or when relative humidity exceeds 85 percent; or to damp or wet surfaces unless otherwise permitted by the manufacturer's printed instructions.
  - Apply solvent base paint only when temperature of surfaces to be painted and surrounding air temperatures are between 45°F and 95°F, unless otherwise permitted by the manufacturer's printed instructions.
  - Apply water-base paint only when temperature of surfaces to be painted and surrounding air temperatures are between 50° F and 90° F, unless otherwise permitted by the manufacturer's printed instructions.
  - Apply paint to ferrous and non-ferrous metal surfaces only when the surface temperature is at least 5°F above the dewpoint.
  - Do not commence work when the National Weather Service forecasts precipitation that would commence prior to or within two hours after completion of such procedures and application of paint.
2. Provide a paint system including all primers and undercoats produced by the same manufacturer as the topcoat.
3. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45°F in a well-ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all necessary precautionary measures to ensure that Workmen and Work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of materials. Provide paint ready mixed to approved color.
4. Construction site tinting is prohibited.
5. For previously painted surfaces and shop painted surfaces requiring field top coating, glossy surfaces (Greater than 50 units @ 60°) are to be dulled using a 120 grit or greater (finer) grade sandpaper.
6. Thoroughly clean and remove all dust, oil, grease and other contaminants from surfaces to be painted. Schedule cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

7. Prepare aluminum surfaces as follows:  
Clean surfaces of oil, grease, dirt, and other foreign substances. Take care not to damage the aluminum. Use solvent cleaning in accordance with SSPC (Society for Protective Coatings) - SP1 Solvent Cleaning.
8. Apply paint in accordance with the manufacturer's directions. Adhere strictly to the manufacturer's recommendations for cure time, temperature and humidity conditions and recoat times.
  - Apply each coat at proper consistency
  - Apply additional coats when undercoats, stains, or other conditions show through topcoat of paint until paint film is of uniform finish, color and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - Apply paint to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
9. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
10. Apply materials at not less than manufacturer's recommended spreading rate as recommended by coating manufacturer. For metal surfaces, dry film thickness shall be measured in accordance with SSPC-PA2.
11. For bolts, nuts, and washers; brush applications of intermediate and topcoat after tensioning. Give careful attention to bolted connections to insure that all bolts, nuts, and washers are fully coated.
12. Protect other adjacent Work against damage by painting and finishing work. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the CO.
13. Provide "Wet Paint" signs as required to protect newly painted finishes.

Prior to powering-on equipment within the cabinet verify and record the voltages (i.e., from the electric service) and verify the cabinet ground. Provide the CO with a copy of the voltages recorded.

Provide four copies of as-built drawings for each cabinet showing the wiring of each cabinet and of loops reporting to the cabinet and four copies of a configuration list for each cabinet listing the setting of the equipment in the cabinet including the cabinet's telephone number, modem settings, measured voltages, and programmed parameters for the counter. Place one set of as-built drawings and one configuration list in the cabinet in

the clear plastic envelope provided with the cabinet and deliver the other three copies of the drawings and configuration lists to the CO.

**(c) Traffic Counter and Reporting Software**

Install vehicle traffic counter into cabinets designated on the plans. Connect loops according to manufacturer's recommendations and assign loops to counter inputs as shown in the plans. Verify proper operation of counter by comparing manual counts recorded over a period of one hour or until fifty counts are recorded, whichever takes longer, with counts from vehicle counter. Verify counter volume measurements are within 5% of manual counts.

Install the Traffic Counter Reporting Software defined in Subsection 721.AB on the computer provided or designated by the CO and configure the software to report traffic data from the counter station as described by the manufacturer's guidelines. Train the operators in the use of the software including configuration of the software reporting database.

Verify operation of the software by monitoring counts for each of the vehicle counter loops. Compare the counts displayed on the notebook computer with manual counts recorded in the field. Turn off of the counter station and verify that an error message is displayed on the notebook computer for that location. Also, verify the functionality of the Traffic Counter Reporting Software as defined in Subsection 721.AB.

## **Section 637.—FACILITIES AND SERVICES**

637.02. Add the following:

Locate the Government field office at a location approved by the CO, as directed by the CO. Provide high-speed internet access, as described in Subsection 637.03(a)(6).

Locate the field office where high-speed internet access, as described in Subsection 637.03(a)(6), is available. For urban projects locate the field office within 5 miles of the project site and within 15 miles of the project site for rural projects. In remote locations where high-speed Internet service is not available, the field office distance range may be extended or waived by the CO. All field office locations are subject to approval by the CO.

637.03. Delete the third and fourth sentences of the first paragraph and substitute the following:

Provide local and long distance telephone services. The Government will be responsible for the cost of long distance calls made by Government employees for Government business and charged against this phone service. Bill the Government separately for these charges.

637.03(a) Add the following:

Divide the field office into 3 areas by permanent walls with hinged doors. If window air conditioning is provided, provide a separate unit for each room.

Clean the field office weekly to the approval of the CO.

Supply the following equipment in the field office:

**(1)** One self-feeding plain paper photo copying machine with the following minimum capabilities:

- (a)* Automatic document feeder;
- (b)* Making at least 8 copies per minute;
- (c)* Reproducing copies at standard sizes up to and including 11 x 17 inches
- (d)* Reducing 11 x 17 inches plan sheets to 8 ½ x 14 legal size and to 8 ½ x 11 inches letter size;
- (e)* Furnish all necessary supplies, except copy paper. Paper will be supplied by the Government.

**(2)** Two dual line telephones (touch tone, hold button, intercom and conference calling capabilities) with 2 separate lines, for the exclusive use of the CO.

**(3)** One digital answering device capable of answering, recording, storing, and playing back messages at least 30 minutes in length.

**(4)** One facsimile (FAX) machine capable of or having:

- (a)* Printing on plain paper and sending 8 ½ x 11 inch and 8 ½ x 14 inch documents;
- (b)* An automatic document feed with a minimum capacity of 20 pages;
- (c)* Automatic dial/redial.

Furnish all necessary supplies, except copy paper. Paper will be supplied by the Government.

**(5)** Provide two durable, hand held digital/cellular wireless phone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO. The cellular phone(s) shall be similar or compatible with the Contractor's key field personnel (Project Superintendent, and Traffic Control Supervisor) to enable the

direct communication between the CO and the Contractor's field personnel. Each of the cellular phones shall have a minimum of the following:

- (a) Direct Connect feature, or equivalent to communicate onsite with contractor personnel;
- (b) Hands free device that can be used safely and effectively while driving, and is acceptable by the local law enforcement agencies;
- (c) Capability of a customized communication configuration, independent of the other units, so that the CO may limit any features if necessary;
- (d) Necessary telephone accessories including a cigarette lighter power adapter/charger;
- (e) Carrying case that can be worn on the belt, and is appropriate for use on construction projects.

The cellular phone plan shall provide the necessary amount of monthly Direct Connect airtime, and monthly Digital/Cellular airtime for use on the project. Ensure that each unit has unlimited Direct Connect capabilities, and each unit is equipped with a minimum of 600 minutes per month of local and long distance airtime for official business only.

**(6)** Provide, install, and maintain high-speed Internet access having at least 768kbps download and 256kbps upload speed. The high-speed Internet service can be provided via DSL, FIOS, a dedicated T1 line, or cable. Alternate service options may be submitted to the CO for approval. The system must include a modem and a router with a firewall or a router and a firewall appliance. The system must have the capability to support simultaneous Internet access of at least 3 workstations connected by Category 6 RJ45 LAN office drop cables. If the router supports wireless access, this feature must be disabled. Wireless access does not meet U.S.DOT security requirements and is not acceptable. The firewall configuration must be submitted to the CO for approval and cannot be changed after it is approved, unless a change request is submitted and approved in advance. Only U.S. DOT equipment is to be connected to the system.

If any equipment supplied becomes defective, is stolen, or for any other reason does not function as intended, replace the equipment with an equal or better unit at no additional cost to the Government. Replace any defective equipment within eight hours after being notified by the CO.

The Contractor will retain ownership of all equipment supplied by the Contractor. The CO will notify the Contractor when the equipment is no longer needed and request its removal.

### **Section 703.—AGGREGATE**

703.05(a). Delete items (3) and (4).

703.05(b). Add the following:

<b>(3)</b> Plasticity Index, AASHTO T90	3 Max
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703.05(b). Add the following:

Material shall have a minimum California Bearing Ratio of 70% percent as determined by AASHTO T 193 at 95 percent of maximum dry density in accordance with AASHTO T 180 (Method D).

703.05(b)(1) Add the following:

At the option of the Contractor, the gradation only of the aggregate base may conform to the requirements of Section 208 – Subbase and Aggregate Base Material, Tables II-9 and II-10, Size Nos. 21A or 21B, as specified in the 2002 Edition of the Virginia Department of Transportation, Road and Bridge Specifications.

### **Section 710.—FENCE AND GUARDRAIL**

710.04(a). Add the following:

Treat fence, gate, and bollard posts according to 716.03.

### **Section 713.—ROADSIDE IMPROVEMENT MATERIAL**

713.01. Add the following:

For furnished topsoil, submit a soil analysis report from the State University Agricultural Extension Service or other approved soil testing laboratory. Include in the report the soil textural classification (percentage of sand, silt, clay and organic matter) and additive recommendations.

Furnish topsoil for aggregate-topsoil course from stockpiles conserved under Section 204, from stockpiles designated on the plans, or from Contractor sources.

713.02. Add the following:

Use a maximum of 0.17 pounds of limestone per cubic foot of topsoil in order to adjust an acidic condition.

713.06(b). Add the following:

The genus, species, and cultivar names shall agree with the nomenclature of the most current edition of "Hortus Third" by L.H. Bailey, Hortorium, Cornell University.

Provide durable tags, stating the date of installation, correct botanical name and size in weather-resistant ink or embossed letters. Secure the tags to each tree, shrub, and other plant materials in a manner which will not restrict growth. Leave the tags on all trees, shrubs, and other plant materials until final acceptance by the CO.

713.08. Add the following after 713.08(g):

**(h) Tree protection.** Tree protection shall be a flexible PVC pipe 4 inches in diameter, 12 to 13 inches in height.

713.10. Add the following:

Cut Tall Fescue, Kentucky 31 sod to a depth equal to the growth of the roots, but not less than 1 inch.

## **Section 721.—ELECTRICAL AND ILLUMINATION MATERIAL**

721.01(c). Add the following:

Furnish soft drawn or annealed copper conductors conforming to ASTM B 3, and stranding conforming to ASTM B 8. Furnish 7 strand for #10 AWG through #2 AWG, and 17 strand for #1 AWG through #4/0 AWG. Furnish #6 AWG minimum solid copper ground wires.

Use wires that bear the UL label. Provide single conductor cable which has permanent identification on the outer protective covering, showing the size, type, style and voltage: Unless specified otherwise in the contract documents, current carrying conductors shall conform to the following requirements:

Single conductor cable shall be copper, Type THHN as designated by the Underwriter's Laboratory Specifications rated at 600 Volts and have heat and moisture resistance insulation for a maximum operating temperature of 170°F in wet and dry conditions.

Ground wire shall be AWG No. 6, soft-drawn bare copper wire, 7 strand single conductor for 600 Volts.

Provide AWG No. 14 shielded twisted pair Loop-lead in cable complying with IMSA 50-2.

Add the following:

721.AA Traffic Counter

Furnish traffic counter from *Diamond Traffic Products*, model ***Traffic Tally 41 (TT-41D)*** or submit an alternate product for CO's approval. If the model specified is no longer in production, choose the model that closely represents the TT-41D or as directed by the CO.

Diamond Traffic Products  
 P.O. Box 1455  
 Oakridge, OR 97463  
 Tel: 541-782-3903  
 Fax: 541-782-2053  
 E-mail: diamondtrf@aol.com  
 Website: www.diamondtraffic.com

1. Shelf mounted
2. Dimensions: 8 ½" X 8" X 5"
3. Case: Cast aluminum, weather-tight.
4. Weight: 10 pounds.
5. Power: 8 alkaline "D" cell batteries.
6. Display: 8 digit solid state LCD.
7. Temp Range: -40°F to +160°F.
8. Auto Tuning: Automatic tuning to loops of 70-500 microhenrys.
9. Time delay: 0.1 to 4 second adjustable time delay.

Provide two (2) copies of manufacturer's maintenance and operations manuals.

**721.AB Traffic Counter Software**

Furnish traffic counter software meeting the following requirements:

1. Runs on the notebook operating system provided by the CO.
2. Automatic polling of vehicle classification/counters.
3. Provide operator interface to control polling period from five-minutes to twenty-four hour and display counts for that period.
4. Provide time-of-day capability so operator can set different polling rates for two different daily periods.

5. Display counts by vehicle class (i.e., preprogrammed ranges of length) and total volume (i.e., sum of counts for all classes) for classification sites and total volume for classification and count stations.
6. Accumulate (i.e., does not reset count to zero whenever polls) uploaded data from counter for an operator programmed period of from fifteen minutes to twenty-four hours with the capability to be reset to zero by either the operator or at a pre-programmed time each day with the operator having the capability to turn-off the pre-programmed time feature.
7. Store up to 30 days of data on CD-ROM. Data stored selectable by the operator and may include polling interval, hourly and daily counts.
8. Support data interfaces through RS232 serial data interface. Communications configurable through operator interface.
9. When invalid response received, repoll for programmable number of tries. If communications cannot be established, flag location as communications failure with capability of operator to clear.

After installation of the software on the notebook computer and verification of proper operation of all of the traffic counter stations, provide four (4) hours of hands-on training at the Park Visitors Center for up to eight (8) people. Included in the training configuration of a site, setting user controlled parameters, the use of built in diagnostics and selection of reports generated by the software.

Provide copy of the operation and maintenance manual and software documentation, and provide the original copy of the software on CD-ROM.

#### **721.AC Traffic Counter Cabinet**

Provide a traffic counter cabinet with dimensions of 15 inches (H) x 15 inches (W) x 15 inches (D) and meeting the following requirements except where noted:

**(a) Material.** The cabinet shall be a NEMA Type 3R outdoor enclosure fabricated out of 0.125-inch thick, type 5052-H32 aluminum alloy. Furnish a cabinet with a clean finish, free of holes or blemishes, without burrs and with all corners rounded.

Use corrosion resistant components and mounting hardware.

Paint the exterior of the cabinet "NPS brown", an example for which will be provided by the CO. Following the procedure described below in painting the cabinet:

Thoroughly clean and neutralize the cabinet for priming. Treat the cabinet with a phosphate coating solution and seal per U. S. Government Specification Mil-C-5541. Prepare the surface for priming per the paint manufacturer's pretreatment procedure.

Apply a zinc-chromate primer 3-4 mils thick followed by a topcoat of epoxymastic based NPS brown paint. Make sure the primer and paint are compatible and from the same manufacturer. Apply the topcoat uniformly, free of drip marks and dimples.

**(b) Door.** Provide a single access door on the front of the cabinet with the door opening flanged on all sides. Size the door to a minimum of eighty (80) percent of the surface area of the cabinet. Hinge the door on the right side when facing the cabinet. Equip the door with a gasket to provide a weather tight seal between the door and cabinet.

Provide a removable door handle, ½-inch minimum diameter, for each cabinet. Provide for the padlocking of the cabinet. Provide for each cabinet a padlock with a minimum shackle diameter of ¼-inch.

**(c) Ventilation.** Provide louvered vents with a replaceable air filter in the front door. Louvers should satisfy the NEMA rod entry test for 3R rated enclosures. Cover the vents with an air filter held firmly in place with top and bottom brackets and a spring-loaded clamp. Exhaust air should be vented out of the cabinet between the top of the cabinet and the door. Screen the exhaust area with a material having a maximum hole diameter of 0.125-inch

**(d) Mechanical.** The cabinet shall be designed for mounting on the side of a post as shown in the plans. Furnish the cabinet with a reinforced mounting area along the top and bottom three inches of the back of the cabinet. The reinforced mounting area will be a minimum of 0.375-inch thick. The mounting area should include reinforced angle or stiffening techniques to prevent the back of the cabinet from deforming when attached to the post.

Install a shelf in the cabinet for the mounting of the traffic counter.

**(e) Plastic Envelope.** Install in the cabinet a resealable, clear plastic envelop sized to accommodate one (1) set of as-built drawings and one copy of the configuration list for the cabinet.

**(f) Ground Bus.** Permanently mount a solid copper ground bus to the inside surface of the cabinet wall. The point of contact between the ground bus and the cabinet wall should have a resistance of less than one-ohm. The copper ground bus should have a minimum of twenty connector points, each capable of securing at least one conductor in the range of #14 to #6. Return equipment ground wiring to the ground bus bar. Where multiple ground bus bars are used, bond each together with bare stranded #8 copper wire.

Mount a solid copper neutral bus on electrically insulated standoffs to the inside surface of the cabinet wall. The copper neutral bus should have a minimum of ten connector points, each capable of securing at least one #8 conductor. Where multiple neutral bus bars are used, bonded each together with bare stranded #8 copper wire. The neutral bus bars should be located in proximity to the ground bus bars so that they may be connected together using a stranded #8 copper wire.

**(g) Input Panel.** Install an input panel in the cabinet containing a terminal block for the termination of inductance loop wire and loop lead-in cables from the traffic loops.

**(h) Cabinet Wiring.** Meet the following requirements for cabinet wiring:

1. Conductors between the service terminal AC- and equipment ground and their associated bus shall be No. 8 or larger.
2. All conductors shall be labeled. Labels attached to each end of the conductor shall identify the other end.
3. All conductors shall conform to the following color-code requirements:

AC+:	black
AC neutral:	white or gray
DC+	red
DC-	yellow
Ground:	solid green
4. All conductors used in cabinet wiring shall terminate with properly sized clear insulated spring spade lug type terminals excepted when soldered to a through panel solder lug on the rear side of the terminal block or as specified otherwise. All crimp style connections shall be applied with a power tool, which prevents the opening of the handles until the crimp is completed.
5. Wiring shall be routed to prevent conductors from being in contact with metal edges. Cabling shall be arranged so that any removable assembly may be removed without disturbing conductors not associated with that assembly.
6. All wiring harnesses shall be neat, firm and routed to minimize crosstalk and electrical interference.

**FINDING OF NO SIGNIFICANT IMPACT/DECISION NOTICE  
BASED ON THE ENVIRONMENT ASSESSMENT  
RECONSTRUCTION AND IMPROVEMENT  
OF VARIOUS ROADWAYS AND PARKING SITES**

**FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK**

**BACKGROUND**

Fredericksburg and Spotsylvania National Military Park (Park) was created to preserve the resources and memory of four Civil War Battles: Fredericksburg, Spotsylvania Court House, Wilderness, and Chancellorsville. Congress established the Park on February 14, 1927 and Executive Order 6166 transferred control of the park from the War Department to the National Park Service (NPS) in 1933.

At Fredericksburg and Spotsylvania National Military Park, Caroline, Orange, Spotsylvania, and Stafford counties, Virginia, the National Park Service (Park) proposes to rehabilitate the following roads and parking areas: Route 501, Route 11 Grant Drive, Anderson Drive, Gordon Drive, Bloody Angle Drive, Burnside Drive, Fredericksburg Visitor Center Parking Area, Chancellorsville Visitor Center Parking Area, Wilderness Exhibit Parking Area, Spotsylvania Battlefield Exhibit Shelter Parking Area, Upton Road Pullout, Bloody Angle Tour Stop, Anderson Drive Bus Parking, and the Natural Resources Driveway and Parking Lot. The Park also proposed to create additional parking areas at Anderson-Gordon Drive Intersection, East-Angle Drive – Gordon/Burnside Drive Intersection, Vermont Monument Parking Area, and the Longstreet Interpretive Pulloff, and obliterate unnecessary gravel and pavement. The purpose of this project is to return the roadways and parking areas to a more serviceable state, reducing short-term maintenance costs, facilitate snow plowing, and provide for a safer, more enjoyable visitor experience. The Park also proposes to improve visitor access and interpretation in the Orange Plank Road corridor of the Wilderness Battlefield by erecting a monument provided by an organization representing the State of Vermont, and creating an associated trail.

An Environmental Assessment (EA) has been prepared pursuant to the Council of Environmental Quality's regulations for implementing the National Environmental Policy Act (40 CFR 1500 et seq.), 42 U.S.C. 4332(2)(C), and National Park Service Director's Order #12: Conservation Planning, Environmental Impact Analysis, and Decisionmaking and Handbook (2003) (DO-12).

**SELECTED ALTERNATIVE**

The National Park Service, in cooperation with the Eastern Federal Lands Highway Division, has selected the preferred alternative, described as the Build Alternative in the EA. The selected alternative involves rehabilitating several Park road sections, and upgrading parking area conditions at selected locations. The type of proposed improvements at the sites consist of four construction activities, to include overlay with asphalt pavement, obliterate pavement and

reestablish, minor reconstruction of gravel area with pavement overlay, and new construction. Culvert cleaning would also be included.

#### Pavement Improvements

The existing pavement would be overlaid with asphalt pavement. Milling would be required to transition the asphalt adjacent to curbing; however the pavement structure would not be impacted below the subbase layer. Routes 11, 19, 20, and 22 - Grant Drive, Burnside Drive, Bloody Angle Drive, Anderson Drive, and Gordon Drive would all be rehabilitated consistent with the previous rehabilitation project completed in 2003. These roadways and parking areas included: Furnace Road, Sickles Drive, Stuart Drive, and Bullock Road; Berry-Paxton Drive; Jackson Trail East; Jackson Trail West; Jackson Shrine Road; Hancock Road; and McCoull House Road.

#### Fredericksburg Visitor Center Parking Area

The entire parking area and access road around the Visitor Center would be milled and overlaid. A smaller parking area is located adjacent to this access road. The current condition of the pavement in this location does not warrant milling the surface, but would be overlaid.

#### Chancellorsville Visitor Center Parking Area

The parking area would be rehabilitated with an asphalt mill and overlay.

#### Wilderness Exhibit Parking Area

The entire parking area would be milled and overlaid. A concrete handicapped accessible ramp would also be constructed.

#### Site 1 (Spotsylvania Battlefield Exhibit Shelter)

The proposed work at this site includes milling and overlaying of the existing parking area, replacing accessible asphalt ramps with concrete ramps to improve handicap accessibility. The sidewalk would also be rehabilitated.

#### Site 3 (Upton Road Pullout)

The existing gravel pull-off would be reconstructed with asphalt pavement. NPS requested a 2-vehicle parallel parking capacity be accommodated at the Upton Road site. In addition to asphalt pavement, a low-level mountable curb would be constructed to facilitate drainage and prevent vehicle edge runoff.

#### Site 4 (Bloody Angle Tour Stop)

At Bloody Angle Tour Stop the existing gravel parking area and bus parking would be removed and relocated north of their current location (figure 2). Eleven head-in parking stalls would be created east of Grant Drive, with a 2-bus capacity parallel parking area across from the proposed car parking area. A narrow piece would be retained from the current parking location to serve as a pedestrian access path to connect the new parking area and exiting trailhead on the eastside of Anderson Drive (figure 3). The remaining portion outside of the gravel pedestrian path would be obliterated and revegetated. New 5 foot-wide graveled strips would be provided to link the exiting gravel areas to create a continuous pedestrian path.

#### Site 6 (Anderson- Gordon Drive Intersection)

A new pull-off would be constructed near the intersection of Gordon Drive and Anderson Drive with asphalt pavement and a low-profile mountable curb (figure 4). NPS requested a 2-vehicle parallel parking capacity be accommodated. This location is important due to its viewshed of the Harrison House, a private residence during the Civil War. The park's interpretive plan identifies this location as an opportunity to describe civilian life during the war.

#### Site 7 (Anderson Drive Bus Parking)

The existing bus parking area would be overlaid with asphalt.

#### Site 8 (East Angle Drive – Gordon/Burnside Drive Intersection)

This reconstruction involves the placement of embankment, subbase, and asphalt pavement. A one-way direction is proposed along Gordon/Burnside Drive at East Angle Drive allowing the remaining lane to be utilized for vehicle and bus parking. A 6-vehicle and 2-bus parking capacity is proposed. A low-profile mountable curb would be constructed along the intersection. East Angle Drive would be obliterated, regraded with aggregate-topsoil and revegetated (figure 5). NPS requires historical features of the existing road prism, ie, current configuration, pipe culverts, and all other historically significant features, remain in-place upon removal of the roadbed and asphalt pavement material.

#### Vermont Monument Parking Area and Trail

A new parking area would be located adjacent to the Brock Road – Plank Road Intersection Tour Stop Pulloff. This parking area would accommodate approximately 11 cars and a bus pulloff and would enter from and exit to Orange Plank Road. The Vermont Monument would be located within the Wilderness Battlefield area, and be connected to the parking area via a trail. The trail is not expected to exceed approximately two miles in length. The proposed action includes construction of a base for the monument as well as an interpretive center. Figure 6 shows the general vicinity of the parking area, to the west of the existing gravel pulloff area. The existing pulloff area may be incorporated into the parking area, depending on constraints including a crest to the west of this area and an intersection to the east the existing pulloff, which will be taken into consideration during the design process. The trail from the parking area to the monument would meander through the larger trees.

#### Longstreet Interpretive Pulloff

On the southwest side of Orange Plank Road, an existing gravel pulloff would be reconstructed with asphalt pavement to accommodate 2 passenger vehicles or 1 oversized vehicle. The existing gravel pulloff across Orange Plank Road on the southeast side would be removed and revegetated.

#### Natural Resource Office Driveway and Parking Lot

The existing gravel driveway and parking lot would be reconstructed with asphalt pavement.

## OTHER ALTERNATIVES CONSIDERED

### No Action Alternative

Under the No Action alternative, no substantial improvements would be performed other than in accordance with planned routine maintenance operations. The existing safety concerns would not be addressed. None of the existing roadways or parking areas would be paved or reconstructed. Maintenance and some limited construction activities would occur in the foreseeable future to address preservation needs, the no action alternative would not address future impacts created by higher visitation rates and longer-term maintenance needs.

### ENVIRONMENTALLY PREFERRED ALTERNATIVE

As defined by the CEQ: "The environmentally preferred alternative is the alternative that will promote the national environmental policy as expressed in NEPA's Section 101. Ordinarily, this means the alternative that causes the least damage to the biological and physical environment; it also means the alternative which best protects, preserves, and enhances historic, cultural, and natural resources (CEQ 2005a)."

The environmentally preferred alternative is the alternative that best:

1. fulfills the responsibilities of each generation as trustee of the environment for succeeding generations.
2. ensures for all Americans, safe, healthful, productive, and esthetically and culturally pleasing surroundings.
3. attains the widest range of beneficial uses of the environment without degradation, risk of health or safety, or other undesirable and unintended consequences.
4. preserves important historic, cultural, and natural aspects of our national heritage and maintain, wherever possible, and environment that supports diversity and variety of individual choice.
5. achieves a balance between population and resource use that will permit high standards of living and a wide sharing of life's amenities.
6. enhances the quality of renewable resources and approach the maximum attainable recycling of depleteable resources.

The No Action Alternative would not create additional impacts vegetation and wildlife, but the deteriorated roads and parking areas are not aesthetically pleasing to most visitors, and therefore does not fully meet criteria 2 or 5. The No Action Alternative does not fully meet criteria 3 since deteriorated roadways are parking areas may cause safety hazards, especially during inclement weather. The lack of interpretation at the Wilderness Battlefield area does not fully meet criteria 1 or 4. Neither the No Action Alternative nor the Build Alternative better meets criteria 6.

The Build Alternative is the environmentally preferred alternative because best meets all of the above stated criteria. It provides additional opportunity for visitors to see and learn about the

Civil War battles through the placement of the Vermont Monument in to Wilderness Battlefield area with associated trail parking and interpretive signs, which fulfills criteria 1 and 4. Improvements to the existing roadways and parking areas would provide for a more aesthetically pleasing and safer park experience, which meets criteria 2 and 3. Minor impacts to the natural environment through tree clearing, grubbing, and paving for parking, would be necessary, however these minor impacts would be offset by the potential improvement in visitor education and experience, fulfilling criteria 5.

## **WHY THE SELECTED ALTERNATIVE WILL NOT HAVE A SIGNIFICANT EFFECT ON THE HUMAN ENVIRONMENT**

The selected alternative (build alternative) will have minor, short-term, temporary impacts to some of the natural and cultural resources, however they will be minimized and mitigated as described in the EA. A summary of environmental consequences and mitigation measures is provided below.

As defined at 40 CFR §1508.27, from the regulations of the Council on Environmental Quality that implement the provisions of NEPA, significance is determined by examining the following criteria:

***Impacts that may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial.***

The selected alternative would have minor adverse impacts on vegetation, birds, fish and wildlife, however, the selected alternative would alleviate the difficulty in plowing deteriorated pavement and chip seal pavement, increasing visitor safety during inclement weather, therefore having a long-term beneficial minor improvement. The selected alternative would also have a long-term beneficial minor impact on visitor experience and use. Connecting visitors with key interpretive sites through the new pull-off areas, increasing parking capacity, and pedestrian access should allow visitors to better experience and appreciate the historical significance of the Park.

### ***The degree to which the action affects public health or safety***

The selected alternative would alleviate the difficulty in plowing deteriorated pavement and chip seal pavement, increasing visitor safety during inclement weather, therefore having a long-term beneficial minor improvement.

### ***Unique characteristics of the geographic area such as proximity to historic or cultural resources, parklands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas***

The Park was created to preserve resources and the memory of historic Civil War battle sites; therefore the area is in close proximity to historic and cultural resources. The selected alternative is not anticipated to affect the park's archaeological and historic resources, nor impair the

integrity and interpretive qualities of the sensitive sites. During earth disturbing activities monitoring for archeological resources would be done. In the event of inadvertent discovery of archeological resources, all construction would stop and the NPS would be notified.

***The degree to which the effects on the quality of the human environment are likely to be highly controversial***

No controversial issues or effects associated with implementation of the Build Alternative were identified during the scoping or during public review of the EA.

***Degree to which the possible effects on the quality of the human environment are highly uncertain or involve unique or unknown risks.***

There are no identified risks associated with the selected alternative that are unique or unknown, and there are no effects associated with the selected alternative that are highly uncertain identified during the analysis for the EA or during the public review of the EA.

***The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.***

The selected alternative does not establish a precedent for any future actions that may have significant effects, nor does it represent decisions about future considerations. The purpose of this action is to address safety and interpretation concerns within the Park.

***Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.***

A project proposed for construction by the Virginia Department of Transportation is the Route 208 Courthouse Road, Spotsylvania Courthouse Bypass. This project is located south of the Battlefield of Spotsylvania Courthouse and proposes to connect with the intersection of Burnside Drive and Courthouse Road (Route 208). This action combined with the selected alternative will not have cumulatively significant impacts.

***The degree to which the action may adversely affect items listed or eligible for listing in the National Register of Historic Places, or other significant scientific, cultural or historic resources.***

NPS conducted a comprehensive analysis of significant historic/prehistoric structures and features within the park, nearly all of which are listed on the National Register of Historic Places. None of these sites would be directly impacted by the selected alternative; therefore there would be negligible adverse impacts. Shovel testing was done to in the areas proposed for new construction, with the exception of the Vermont Monument parking area. No historic resources were found during the testing. The Section 106 report was made available for public comment, and subsequently was sent to the Virginia State Historic Preservation Officer

(SHPO) for review. The SHPO concurred on December 1, 2005 that the project would have "no adverse effect" upon the National Register qualities of the battlefields or park.

A Programmatic Agreement (PA) was developed in August 2004 between the NPS and the SHPO for improving visitor access and interpretation to the Orange Plank corridor of the Wilderness Battlefield. This PA includes the new proposed parking area that will facilitate and accommodate the Vermont Monument, and outlines the agreed upon process for carrying out the Section 106 process. A signed copy of the PA was included in the EA that was released for public comment.

***The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.***

In cooperation with the NPS, the Eastern Federal Lands Highway Division initiated consultation with the FWS on May 7, 2004 per Section 7 of the Endangered Species Act (ESA). The FWS determined, based on the proposed plans to rehabilitate and reconstruct sites within the Park, that the project is "not likely to adversely affect" federally listed or proposed species or adversely modify critical habitat in a letter dated June 14, 2004. After the addition of the Vermont Monument, parking area and trail to the project consultation was reinitiated. A response from FWS dated September 16, 2005 stated "We have reviewed the information you have provided and believe that the proposed action will not adversely affect federally listed species or federally designated critical habitat because no federally listed species are known to occur in the project area.

***Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.***

This action violates no Federal, State, or local environmental protection laws.

## **MITIGATION**

Specific mitigation measures were addressed immediately following any possible impacts to the respective resources in their pertinent section above. Listed below is a summary of those mitigation measures.

- 1) The final construction plans should include guidance and specifications to the Contractor on revegetation and reestablishment of disturbed areas. Non-invasive native plant species shall be used for reestablishment.
- 2) The final construction plans should include directions and clearly articulate locations where the Contractor is responsible for avoiding disturbance of sensitive vegetation and archeological sites.
- 3) An Erosion and Sediment Control Plan should be prepared and included in the final construction plans. Best Management Practices should also be used.
- 4) Monitoring for cultural resources should continue throughout any ground disturbing activities. If archeological artifacts are encountered during excavation operations, construction shall be halted immediately. The NPS Superintendent for the Fredericksburg National Military Park and the Virginia State Historic Preservation Office

should be notified. All required procedures shall be implemented in accordance with NPS policies.

## **PUBLIC INVOLVEMENT**

The environmental assessment was made available for public review and comment during a 60-day period starting on **December 14, 2005**. A Notice of Availability was published in the local papers on **December 13, 2005**. The public review and comment period closed on **February 13, 2006**.

## **RESPONSE TO COMMENTS**

### **1) Comments from the Spotsylvania County Planning Department**

- a) The placement of the impact topic "Viewsheds" under Impact Topics Dismissed from Further Analysis appeared to be incorrect, due to the addition/movement of roads, pull-offs, and parking.
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- a) Increased traffic from rapid residential and commercial growth in the area could limit the NPS's ability to fulfill its mission. It is recommended NPS be supportive of, and potentially participate in, future transportation improvement efforts within the region.
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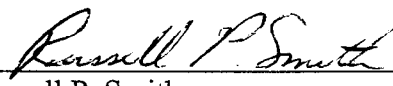
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In addition to reviewing the list of significance criteria, the National Park Service has determined that implementation of the proposal will not constitute an impairment to the critical resources and values of the Park. This conclusion is based on a thorough analysis of the environmental impacts described in the EA, public comments, relevant scientific studies, and the professional judgment of the decision-maker guided by the direction in *NPS Management Policies 2001*. The plan under the selected alternative will not result in any adverse impacts to Park resources. Overall, the plan results in benefits to park resources and values, opportunities for their enjoyment, and it does not result in their impairment.


## CONCLUSION

The selected alternative does not constitute an action that normally requires preparation of an environmental impact statement (EIS). The selected alternative will not have a significant effect on the human environment. Negative environmental impacts that could occur are negligible or minor in intensity. There are no significant impacts on public health, public safety, threatened or endangered species, sites or districts listed in or eligible for listing in the National Register of Historic Places, or other unique characteristics of the region. No highly uncertain or controversial impacts, unique or unknown risks, significant cumulative effects, or elements of precedence were identified. Implementation of the action will not violate any federal, state, or local environmental protection law.


Based on the foregoing, it has been determined that an EIS is not required for this project and thus will not be prepared.

**Recommended:**   
Russell P. Smith  
Superintendent, Fredericksburg and Spotsylvania NMP

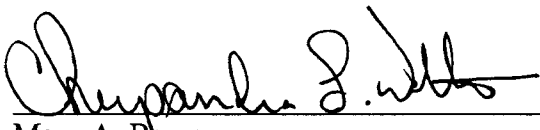
4/14/06  
Date

**Recommended:**   
Kevin S. Rose  
Environmental Protection Specialist, Eastern Federal Lands Highway Division

4/11/06  
Date

**Approved:**   
Paul T. Nishimoto  
*for* Planning and Programming Engineer, Eastern Federal Lands Highway Division

4-11-06  
Date

**Approved:**   
*for* Mary A. Bomar  
Regional Director, National Park Service, Northeast Region

5/3/06  
Date

**FINDING OF NO SIGNIFICANT IMPACT/DECISION NOTICE  
BASED ON THE ENVIRONMENT ASSESSMENT  
RECONSTRUCTION AND IMPROVEMENT  
OF VARIOUS ROADWAYS AND PARKING SITES**

**FREDERICKSBURG AND SPOTSYLVANIA NATIONAL MILITARY PARK**

**BACKGROUND**

Fredericksburg and Spotsylvania National Military Park (Park) was created to preserve the resources and memory of four Civil War Battles: Fredericksburg, Spotsylvania Court House, Wilderness, and Chancellorsville. Congress established the Park on February 14, 1927 and Executive Order 6166 transferred control of the park from the War Department to the National Park Service (NPS) in 1933.

At Fredericksburg and Spotsylvania National Military Park, Caroline, Orange, Spotsylvania, and Stafford counties, Virginia, the National Park Service (Park) proposes to rehabilitate the following roads and parking areas: Route 501, Route 11 Grant Drive, Anderson Drive, Gordon Drive, Bloody Angle Drive, Burnside Drive, Fredericksburg Visitor Center Parking Area, Chancellorsville Visitor Center Parking Area, Wilderness Exhibit Parking Area, Spotsylvania Battlefield Exhibit Shelter Parking Area, Upton Road Pullout, Bloody Angle Tour Stop, Anderson Drive Bus Parking, and the Natural Resources Driveway and Parking Lot. The Park also proposed to create additional parking areas at Anderson-Gordon Drive Intersection, East-Angle Drive – Gordon/Burnside Drive Intersection, Vermont Monument Parking Area, and the Longstreet Interpretive Pulloff, and obliterate unnecessary gravel and pavement. The purpose of this project is to return the roadways and parking areas to a more serviceable state, reducing short-term maintenance costs, facilitate snow plowing, and provide for a safer, more enjoyable visitor experience. The Park also proposes to improve visitor access and interpretation in the Orange Plank Road corridor of the Wilderness Battlefield by erecting a monument provided by an organization representing the State of Vermont, and creating an associated trail.

An Environmental Assessment (EA) has been prepared pursuant to the Council of Environmental Quality's regulations for implementing the National Environmental Policy Act (40 CFR 1500 et seq.), 42 U.S.C. 4332(2)(C), and National Park Service Director's Order #12: Conservation Planning, Environmental Impact Analysis, and Decisionmaking and Handbook (2003) (DO-12).

**SELECTED ALTERNATIVE**

The National Park Service, in cooperation with the Eastern Federal Lands Highway Division, has selected the preferred alternative, described as the Build Alternative in the EA. The selected alternative involves rehabilitating several Park road sections, and upgrading parking area conditions at selected locations. The type of proposed improvements at the sites consist of four construction activities, to include overlay with asphalt pavement, obliterate pavement and

reestablish, minor reconstruction of gravel area with pavement overlay, and new construction. Culvert cleaning would also be included.

#### Pavement Improvements

The existing pavement would be overlaid with asphalt pavement. Milling would be required to transition the asphalt adjacent to curbing; however the pavement structure would not be impacted below the subbase layer. Routes 11, 19, 20, and 22 - Grant Drive, Burnside Drive, Bloody Angle Drive, Anderson Drive, and Gordon Drive would all be rehabilitated consistent with the previous rehabilitation project completed in 2003. These roadways and parking areas included: Furnace Road, Sickles Drive, Stuart Drive, and Bullock Road; Berry-Paxton Drive; Jackson Trail East; Jackson Trail West; Jackson Shrine Road; Hancock Road; and McCoull House Road.

#### Fredericksburg Visitor Center Parking Area

The entire parking area and access road around the Visitor Center would be milled and overlaid. A smaller parking area is located adjacent to this access road. The current condition of the pavement in this location does not warrant milling the surface, but would be overlaid.

#### Chancellorsville Visitor Center Parking Area

The parking area would be rehabilitated with an asphalt mill and overlay.

#### Wilderness Exhibit Parking Area

The entire parking area would be milled and overlaid. A concrete handicapped accessible ramp would also be constructed.

#### Site 1 (Spotsylvania Battlefield Exhibit Shelter)

The proposed work at this site includes milling and overlaying of the existing parking area, replacing accessible asphalt ramps with concrete ramps to improve handicap accessibility. The sidewalk would also be rehabilitated.

#### Site 3 (Upton Road Pullout)

The existing gravel pull-off would be reconstructed with asphalt pavement. NPS requested a 2-vehicle parallel parking capacity be accommodated at the Upton Road site. In addition to asphalt pavement, a low-level mountable curb would be constructed to facilitate drainage and prevent vehicle edge runoff.

#### Site 4 (Bloody Angle Tour Stop)

At Bloody Angle Tour Stop the existing gravel parking area and bus parking would be removed and relocated north of their current location (figure 2). Eleven head-in parking stalls would be created east of Grant Drive, with a 2-bus capacity parallel parking area across from the proposed car parking area. A narrow piece would be retained from the current parking location to serve as a pedestrian access path to connect the new parking area and exiting trailhead on the eastside of Anderson Drive (figure 3). The remaining portion outside of the gravel pedestrian path would be obliterated and revegetated. New 5 foot-wide graveled strips would be provided to link the exiting gravel areas to create a continuous pedestrian path.

#### Site 6 (Anderson- Gordon Drive Intersection)

A new pull-off would be constructed near the intersection of Gordon Drive and Anderson Drive with asphalt pavement and a low-profile mountable curb (figure 4). NPS requested a 2-vehicle parallel parking capacity be accommodated. This location is important due to its viewshed of the Harrison House, a private residence during the Civil War. The park's interpretive plan identifies this location as an opportunity to describe civilian life during the war.

#### Site 7 (Anderson Drive Bus Parking)

The existing bus parking area would be overlaid with asphalt.

#### Site 8 (East Angle Drive – Gordon/Burnside Drive Intersection)

This reconstruction involves the placement of embankment, subbase, and asphalt pavement. A one-way direction is proposed along Gordon/Burnside Drive at East Angle Drive allowing the remaining lane to be utilized for vehicle and bus parking. A 6-vehicle and 2-bus parking capacity is proposed. A low-profile mountable curb would be constructed along the intersection. East Angle Drive would be obliterated, regraded with aggregate-topsoil and revegetated (figure 5). NPS requires historical features of the existing road prism, ie, current configuration, pipe culverts, and all other historically significant features, remain in-place upon removal of the roadbed and asphalt pavement material.

#### Vermont Monument Parking Area and Trail

A new parking area would be located adjacent to the Brock Road – Plank Road Intersection Tour Stop Pulloff. This parking area would accommodate approximately 11 cars and a bus pulloff and would enter from and exit to Orange Plank Road. The Vermont Monument would be located within the Wilderness Battlefield area, and be connected to the parking area via a trail. The trail is not expected to exceed approximately two miles in length. The proposed action includes construction of a base for the monument as well as an interpretive center. Figure 6 shows the general vicinity of the parking area, to the west of the existing gravel pulloff area. The existing pulloff area may be incorporated into the parking area, depending on constraints including a crest to the west of this area and an intersection to the east the existing pulloff, which will be taken into consideration during the design process. The trail from the parking area to the monument would meander through the larger trees.

#### Longstreet Interpretive Pulloff

On the southwest side of Orange Plank Road, an existing gravel pulloff would be reconstructed with asphalt pavement to accommodate 2 passenger vehicles or 1 oversized vehicle. The existing gravel pulloff across Orange Plank Road on the southeast side would be removed and revegetated.

#### Natural Resource Office Driveway and Parking Lot

The existing gravel driveway and parking lot would be reconstructed with asphalt pavement.

## OTHER ALTERNATIVES CONSIDERED

### No Action Alternative

Under the No Action alternative, no substantial improvements would be performed other than in accordance with planned routine maintenance operations. The existing safety concerns would not be addressed. None of the existing roadways or parking areas would be paved or reconstructed. Maintenance and some limited construction activities would occur in the foreseeable future to address preservation needs, the no action alternative would not address future impacts created by higher visitation rates and longer-term maintenance needs.

### ENVIRONMENTALLY PREFERRED ALTERNATIVE

As defined by the CEQ: "The environmentally preferred alternative is the alternative that will promote the national environmental policy as expressed in NEPA's Section 101. Ordinarily, this means the alternative that causes the least damage to the biological and physical environment; it also means the alternative which best protects, preserves, and enhances historic, cultural, and natural resources (CEQ 2005a)."

The environmentally preferred alternative is the alternative that best:

1. fulfills the responsibilities of each generation as trustee of the environment for succeeding generations.
2. ensures for all Americans, safe, healthful, productive, and esthetically and culturally pleasing surroundings.
3. attains the widest range of beneficial uses of the environment without degradation, risk of health or safety, or other undesirable and unintended consequences.
4. preserves important historic, cultural, and natural aspects of our national heritage and maintain, wherever possible, and environment that supports diversity and variety of individual choice.
5. achieves a balance between population and resource use that will permit high standards of living and a wide sharing of life's amenities.
6. enhances the quality of renewable resources and approach the maximum attainable recycling of depleteable resources.

The No Action Alternative would not create additional impacts vegetation and wildlife, but the deteriorated roads and parking areas are not aesthetically pleasing to most visitors, and therefore does not fully meet criteria 2 or 5. The No Action Alternative does not fully meet criteria 3 since deteriorated roadways are parking areas may cause safety hazards, especially during inclement weather. The lack of interpretation at the Wilderness Battlefield area does not fully meet criteria 1 or 4. Neither the No Action Alternative nor the Build Alternative better meets criteria 6.

The Build Alternative is the environmentally preferred alternative because best meets all of the above stated criteria. It provides additional opportunity for visitors to see and learn about the

Civil War battles through the placement of the Vermont Monument in to Wilderness Battlefield area with associated trail parking and interpretive signs, which fulfills criteria 1 and 4. Improvements to the existing roadways and parking areas would provide for a more aesthetically pleasing and safer park experience, which meets criteria 2 and 3. Minor impacts to the natural environment through tree clearing, grubbing, and paving for parking, would be necessary, however these minor impacts would be offset by the potential improvement in visitor education and experience, fulfilling criteria 5.

## **WHY THE SELECTED ALTERNATIVE WILL NOT HAVE A SIGNIFICANT EFFECT ON THE HUMAN ENVIRONMENT**

The selected alternative (build alternative) will have minor, short-term, temporary impacts to some of the natural and cultural resources, however they will be minimized and mitigated as described in the EA. A summary of environmental consequences and mitigation measures is provided below.

As defined at 40 CFR §1508.27, from the regulations of the Council on Environmental Quality that implement the provisions of NEPA, significance is determined by examining the following criteria:

***Impacts that may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial.***

The selected alternative would have minor adverse impacts on vegetation, birds, fish and wildlife, however, the selected alternative would alleviate the difficulty in plowing deteriorated pavement and chip seal pavement, increasing visitor safety during inclement weather, therefore having a long-term beneficial minor improvement. The selected alternative would also have a long-term beneficial minor impact on visitor experience and use. Connecting visitors with key interpretive sites through the new pull-off areas, increasing parking capacity, and pedestrian access should allow visitors to better experience and appreciate the historical significance of the Park.

### ***The degree to which the action affects public health or safety***

The selected alternative would alleviate the difficulty in plowing deteriorated pavement and chip seal pavement, increasing visitor safety during inclement weather, therefore having a long-term beneficial minor improvement.

### ***Unique characteristics of the geographic area such as proximity to historic or cultural resources, parklands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas***

The Park was created to preserve resources and the memory of historic Civil War battle sites; therefore the area is in close proximity to historic and cultural resources. The selected alternative is not anticipated to affect the park's archaeological and historic resources, nor impair the

integrity and interpretive qualities of the sensitive sites. During earth disturbing activities monitoring for archeological resources would be done. In the event of inadvertent discovery of archeological resources, all construction would stop and the NPS would be notified.

***The degree to which the effects on the quality of the human environment are likely to be highly controversial***

No controversial issues or effects associated with implementation of the Build Alternative were identified during the scoping or during public review of the EA.

***Degree to which the possible effects on the quality of the human environment are highly uncertain or involve unique or unknown risks.***

There are no identified risks associated with the selected alternative that are unique or unknown, and there are no effects associated with the selected alternative that are highly uncertain identified during the analysis for the EA or during the public review of the EA.

***The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.***

The selected alternative does not establish a precedent for any future actions that may have significant effects, nor does it represent decisions about future considerations. The purpose of this action is to address safety and interpretation concerns within the Park.

***Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.***

A project proposed for construction by the Virginia Department of Transportation is the Route 208 Courthouse Road, Spotsylvania Courthouse Bypass. This project is located south of the Battlefield of Spotsylvania Courthouse and proposes to connect with the intersection of Burnside Drive and Courthouse Road (Route 208). This action combined with the selected alternative will not have cumulatively significant impacts.

***The degree to which the action may adversely affect items listed or eligible for listing in the National Register of Historic Places, or other significant scientific, cultural or historic resources.***

NPS conducted a comprehensive analysis of significant historic/prehistoric structures and features within the park, nearly all of which are listed on the National Register of Historic Places. None of these sites would be directly impacted by the selected alternative; therefore there would be negligible adverse impacts. Shovel testing was done to in the areas proposed for new construction, with the exception of the Vermont Monument parking area. No historic resources were found during the testing. The Section 106 report was made available for public comment, and subsequently was sent to the Virginia State Historic Preservation Officer

(SHPO) for review. The SHPO concurred on December 1, 2005 that the project would have "no adverse effect" upon the National Register qualities of the battlefields or park.

A Programmatic Agreement (PA) was developed in August 2004 between the NPS and the SHPO for improving visitor access and interpretation to the Orange Plank corridor of the Wilderness Battlefield. This PA includes the new proposed parking area that will facilitate and accommodate the Vermont Monument, and outlines the agreed upon process for carrying out the Section 106 process. A signed copy of the PA was included in the EA that was released for public comment.

***The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.***

In cooperation with the NPS, the Eastern Federal Lands Highway Division initiated consultation with the FWS on May 7, 2004 per Section 7 of the Endangered Species Act (ESA). The FWS determined, based on the proposed plans to rehabilitate and reconstruct sites within the Park, that the project is "not likely to adversely affect" federally listed or proposed species or adversely modify critical habitat in a letter dated June 14, 2004. After the addition of the Vermont Monument, parking area and trail to the project consultation was reinitiated. A response from FWS dated September 16, 2005 stated "We have reviewed the information you have provided and believe that the proposed action will not adversely affect federally listed species or federally designated critical habitat because no federally listed species are known to occur in the project area.

***Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.***

This action violates no Federal, State, or local environmental protection laws.

## **MITIGATION**

Specific mitigation measures were addressed immediately following any possible impacts to the respective resources in their pertinent section above. Listed below is a summary of those mitigation measures.

- 1) The final construction plans should include guidance and specifications to the Contractor on revegetation and reestablishment of disturbed areas. Non-invasive native plant species shall be used for reestablishment.
- 2) The final construction plans should include directions and clearly articulate locations where the Contractor is responsible for avoiding disturbance of sensitive vegetation and archeological sites.
- 3) An Erosion and Sediment Control Plan should be prepared and included in the final construction plans. Best Management Practices should also be used.
- 4) Monitoring for cultural resources should continue throughout any ground disturbing activities. If archeological artifacts are encountered during excavation operations, construction shall be halted immediately. The NPS Superintendent for the Fredericksburg National Military Park and the Virginia State Historic Preservation Office

should be notified. All required procedures shall be implemented in accordance with NPS policies.

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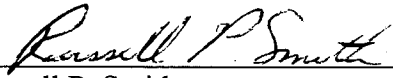
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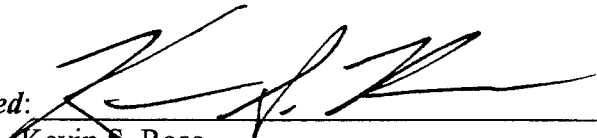
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Based on the foregoing, it has been determined that an EIS is not required for this project and thus will not be prepared.

**Recommended:**   
Russell P. Smith  
Superintendent, Fredericksburg and Spotsylvania NMP

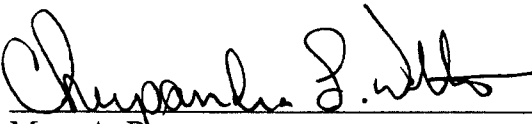
4/14/06  
Date

**Recommended:**   
Kevin S. Rose  
Environmental Protection Specialist, Eastern Federal Lands Highway Division

4/11/06  
Date

**Approved:**   
Paul T. Nishimoto  
*for* Planning and Programming Engineer, Eastern Federal Lands Highway Division

4-11-06  
Date

**Approved:**   
*for* Mary A. Bomar  
Regional Director, National Park Service, Northeast Region

5/3/06  
Date

2005-1495



IN REPLY REFER TO:

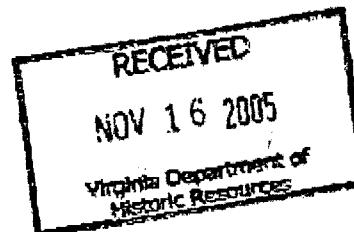
## United States Department of the Interior

NATIONAL PARK SERVICE  
Fredericksburg and Spotsylvania  
National Military Park  
120 Chatham Lane  
Fredericksburg, Virginia 22405



✓  
November 14, 2005

Dr. Ethel Eaton  
Virginia Department of Historic Resources  
2801 Kensington Avenue  
Richmond, VA 23221



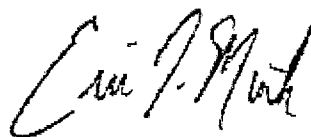
Dear Dr. Eaton:

Fredericksburg & Spotsylvania National Military Park, in cooperation with the Federal Highways Administration, proposes to rehabilitate and resurface roads throughout the Spotsylvania Court House Battlefield. In addition, the proposal includes resurfacing the parking lots at the Fredericksburg and Chancellorsville visitor centers, as well as the Wilderness and Spotsylvania exhibit shelters. New parking areas are also being proposed at three locations on the Spotsylvania Court House Battlefield. The final aspect of the project calls for the removal of East Angle Drive on the Spotsylvania Court House Battlefield. The park believes that this work is necessary to accommodate increased visitor use of these areas, which currently strains the efficiency and carrying capacity of designated parking areas.

The park's designated cultural advisors have reviewed this project. For sites where new parking areas are being proposed, an archaeological testing plan was developed and carried out by Cultural Resources, Inc. No resources were found and final copies of the report, entitled *Phase I Archaeological Testing at Three Areas Within the Spotsylvania Court House Battlefield of the Fredericksburg and Spotsylvania National Military Park, Spotsylvania, Virginia* (2005), were forwarded to your office. It is the belief of the park's advisors that the project will have "no adverse effect" upon the National Register qualities of the battlefields or park. The project has gone through a 30-day public review process, during which time the enclosed documents were posted on the park's website. No comments were received.

Enclosed is a copy of the Section 106 Effect Report and the plans for this undertaking. The park requests your review of the documents and concurrence with our finding of "no adverse effect." If you have any questions, please feel free to contact me at 540-371-6416.

Sincerely,



Eric J. Mink  
Historian and Cultural Resources Manager

Concurrence with finding of "no adverse effect."

  
\_\_\_\_\_  
Virginia State Historic Preservation Officer or Designee

12-01-05

Date

DHR File No. 2005-1495



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
6669 Short Lane  
Gloucester, VA 23061



Date: September 16, 2005

Project name: ROAD REPAIR - FREDERICKSBURG & SPOTSYLVANIA NMP

Project number: SEC7-3382 City/County, VA SPOTSYLVANIA

The U.S. Fish and Wildlife Service (Service) has reviewed your request for information on federally listed or proposed endangered or threatened species and designated critical habitat for the above referenced project. The following comments are provided under provisions of the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

☒ We have reviewed the information you have provided and believe that the proposed action will not adversely affect federally listed species or federally designated critical habitat because no federally listed species are known to occur in the project area. Should project plans change or if additional information on listed and proposed species becomes available, this determination may be reconsidered.

☐ We recommend that you contact **both** of the following State agencies for site specific information on listed species in Virginia. Each agency maintains a different database and has differing expertise and/or regulatory responsibility:

Virginia Dept. of Game & Inland Fisheries  
Environmental Services Section  
P.O. Box 11104  
Richmond, VA 23230  
(804) 367-1000

Virginia Dept. of Conservation and Recreation  
Division of Natural Heritage  
217 Governor Street, 2nd Floor  
Richmond, VA 23219  
(804) 786-7951

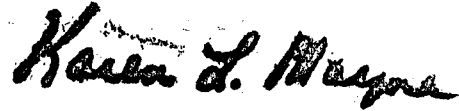
If either agency indicates a federally listed species is **present**, please resubmit your project description with letters from both agencies attached.

☐ If **appropriate habitat may be present**, we recommend surveys within appropriate habitat by a qualified surveyor. Enclosed are county lists with fact sheets that contain information the species' habitat requirements and lists of qualified surveyors. If this project involves a Federal agency (Federal permit, funding, or land), we encourage the Federal agency to contact this office if appropriate habitat is present and if they determine their proposed action may affect federally listed species or critical habitat.

\_\_\_\_\_ Determinations of the presence of waters of the United States, including wetlands, and the need for permits are made by the U.S. Army Corps of Engineers. They may be contacted at: Regulatory Branch, U.S. Army Corps of Engineers, Norfolk District, 803 Front Street, Norfolk, Virginia 23510, telephone (757) 441-7652.

Our website <http://virginiafieldoffice.fws.gov> contains many resources that may assist with project reviews. Point of contact is MIKE DRUMMOND at (804) 693-6694, ext. 114.

Sincerely,

A handwritten signature in black ink that reads "Karen L. Mayne". The signature is written in a cursive style with a large initial "K".

Karen L. Mayne  
Supervisor  
Virginia Field Office



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
6669 Short Lane  
Gloucester, VA 23061



June 14, 2004

Ms. Brigitte Azran  
U.S. Department of Transportation  
Environmental Compliance Specialist  
21400 Ridgetop Drive  
Sterling, Virginia 20166-6511

Re: Road Repair at Fredericksburg and  
Spotsylvania National Military Park,  
Project # sec7-3382, Spotsylvania  
and Orange Counties, Virginia

Dear Ms. Azran:

The U.S. Fish and Wildlife Service (Service) received your May 7, 2004 letter on May 13, 2004. The following comments are provided under provisions of the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

The U.S. Department of Transportation, Eastern Federal Lands Highway Division proposes to repair roads at Fredericksburg and Spotsylvania National Military Park. The Service believes that the proposed action is not likely to adversely affect federally listed species.

If you have any questions, please contact Mr. Eric Davis at (804) 693-6694, extension 104.

Sincerely,

Karen L. Mayne  
Supervisor  
Virginia Field Office

L. Preston Bryant, Jr.  
Secretary of Natural  
Resources



Joseph H. Maroon  
Director

**COMMONWEALTH of VIRGINIA**  
**DEPARTMENT OF CONSERVATION AND RECREATION**

203 Governor Street, Suite 206

Richmond, Virginia 23219

Phone: (804) 786-2064 Fax: (804) 786-1798

September 6, 2006

RECEIVED  
2006 SEP 12 PM 2:22  
EASTERN FEDERAL LANDS  
HIGHWAY DIVISION  
STERLING, VA

Federal Highway Administration  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166

RE: Virginia Stormwater Management Program (VSMP) Permit No. DCR01-07-100391  
Fredericksburg & Spotsylvania National Military Park

Dear Jack Van Dop:

The Department of Conservation and Recreation (DCR) staff has received and reviewed the VSMP General Permit Registration Statement for the proposed land-disturbing project. Based on staff review, the project has been determined to be eligible for coverage under the VSMP General Permit for Discharges of Stormwater from Construction Activities (DCR01). The project's date of coverage by the DCR01 General Permit is August 21, 2006 and your permit number is DCR01-07-100391.

A copy of the complete DCR01 General Permit can be found on the DCR web page at [www.dcr.virginia.gov/sw/vsmp](http://www.dcr.virginia.gov/sw/vsmp). Please print and read the permit thoroughly, as you are responsible for meeting all permit conditions during the permitted land disturbing activity. In addition, the General Permit expires on June 30, 2009.

A copy of this permit coverage letter must be retained with the General Permit, along with the Stormwater Pollution Prevention Plan at the construction site from the date of commencement of construction activity to the date of Permit Termination

If you have any questions or cannot print a copy of the permit, please contact me at 804-786-3957.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric R. Capps".

Eric R. Capps  
Construction Permitting Manager  
Stormwater Management Programs

General Permit No.: DCR01  
Effective Date: July 1, 2004  
Expiration Date: June 30, 2009

GENERAL PERMIT FOR DISCHARGES OF STORMWATER FROM  
CONSTRUCTION ACTIVITIES  
AUTHORIZATION TO DISCHARGE UNDER THE VIRGINIA STORMWATER  
MANAGEMENT PROGRAM AND THE VIRGINIA STORMWATER  
MANAGEMENT ACT

In compliance with the provisions of the Clean Water Act, as amended, and pursuant to the Virginia Stormwater Management Act and regulations adopted pursuant to that, operators of construction activities (those sites or common plans of development or sale that will result in the disturbance of one or more acres of total land area) with stormwater discharges from these construction activities are authorized to discharge to surface waters within the boundaries of the Commonwealth of Virginia, except those specifically named in State Water Control Board and Virginia Soil and Water Conservation Board regulations and policies or permit issuing authority policies and ordinances which prohibit such discharges.

The authorized discharge shall be in accordance with this cover page, Section I - Discharge Authorization and Special Conditions, Section II - Stormwater Pollution Prevention Plan, and Section III - Conditions Applicable To All VSMP Permits as set forth herein.

SECTION I  
DISCHARGE AUTHORIZATION AND SPECIAL CONDITIONS

A. Coverage under this permit.

1. During the period beginning with the date of coverage under this general permit and lasting until the permit's expiration date, the permittee is authorized to discharge stormwater from construction activities.
2. This permit also authorizes stormwater discharges from off-site support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided that:
  - a. The support activity is directly related to a construction site that is required to have VSMP permit coverage for discharges of stormwater associated with construction activity;
  - b. The support activity is not a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the construction activity at the last construction project it supports; and

c. Appropriate controls and pollution prevention measures for the discharges from the support activity areas are identified in the stormwater pollution prevention plan required for the construction activity under Section II D of this permit.

3. There shall be no discharge of floating solids or visible foam in other than trace amounts.

**B. Limitation on coverage.**

1. Post-construction discharges. This permit does not authorize stormwater discharges that originate from the site after construction activities have been completed and the site, including any temporary support activity site, has undergone final stabilization. Post-construction industrial stormwater discharges may need to be covered by a separate VPDES permit.

2. Discharges mixed with nonstormwater. This permit does not authorize discharges that are mixed with sources of nonstormwater, other than those discharges which are identified in Section I D 2 (Exceptions to prohibition of nonstormwater discharges) and are in compliance with Section II D 5 (Nonstormwater discharge management).

3. Discharges covered by another permit. This permit does not authorize stormwater discharges associated with construction activity that have been covered under an individual permit or required to obtain coverage under an alternative general permit in accordance with Part Section III X.

4. TMDL limitation. Discharges to waters for which a "total maximum daily load" (TMDL) allocation for sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) has been established by the State Water Control Board and approved by EPA are not eligible for coverage under this permit unless the stormwater pollution prevention plan (SWPPP) developed by the operator incorporates measures and controls that are consistent with the assumptions and requirements of such TMDL. To be eligible for coverage under this general permit, the SWPPP must incorporate any conditions applicable to discharges from the construction site that are necessary for consistency with the assumptions and requirements of the TMDL. If a specific wasteload allocation has been established that would apply to discharges from the construction site, the operator must incorporate that allocation into the SWPPP and implement necessary steps to meet that allocation.

C. Commingled discharges. Any discharge authorized by a different VSMP or VPDES permit may be commingled with discharges authorized by this permit.

**D. Prohibition of nonstormwater discharges.**

1. Except as provided in Sections I A 2, I C and I D 2, all discharges covered by this permit shall be composed entirely of stormwater associated with construction activity.

2. The following nonstormwater discharges from active construction sites are authorized by this permit provided the nonstormwater component of the discharge is in compliance with Section II D 5 (Nonstormwater discharges):

- a. Discharges from fire fighting activities;
- b. Fire hydrant flushings;
- c. Waters used to wash vehicles where detergents are not used;
- d. Water used to control dust;
- e. Potable water sources, including waterline flushings;
- f. Water used for hydrostatic testing of new pipeline construction;
- g. Routine external building wash down which does not use detergents;
- h. Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;
- i. Uncontaminated air conditioning or compressor condensate;
- j. Uncontaminated ground water or spring water;
- k. Foundation or footing drains where flows are not contaminated with process materials such as solvents;
- l. Uncontaminated excavation dewatering, and
- m. Landscape irrigation.

E. Releases of hazardous substances or oil in excess of reportable quantities.

The discharge of hazardous substances or oil in the stormwater discharges from the construction site shall be prevented or minimized in accordance with the stormwater pollution prevention plan for the site. This permit does not relieve the permittee of the reporting requirements of 40 CFR Part 110 (2002), 40 CFR Part 117 (2002) and 40 CFR Part 302 (2002) or § 62.1-44.34:19 of the Code of Virginia.

Where a release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Part 110 (2002), 40 CFR Part 117 (2002) or 40 CFR Part 302 (2002) occurs during a 24-hour period:

1. The permittee is required to notify the Department of Environmental Quality and the permit issuing authority in accordance with the requirements of Section III G as soon as he has knowledge of the discharge;

2. Where a release enters a municipal separate storm sewer system (MS4), the permittee shall also notify the owner of the MS4 and the Department of Conservation and Recreation; and

3. The stormwater pollution prevention plan required under Section II D of this permit must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

#### F. Spills.

This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

#### G. Termination of permit coverage.

1. The operator of the construction activity may only submit a notice of termination after one or more of the following conditions have been met:

a. Final stabilization has been achieved on all portions of the site for which the operator is responsible;

b. Another operator has assumed control over all areas of the site that have not been finally stabilized;

c. Coverage under an alternative VPDES or VSMP permit has been obtained; or

d. For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.

2. The notice of termination must be submitted within 30 days of one of the conditions in Section I G 1 being met. Authorization to discharge terminates seven days after the notice of termination is submitted.

3. The notice of termination shall be signed in accordance with Section III K of this permit.

H. Water quality protection. The permittee must select, install, implement and maintain best management practices (BMPs) at the construction site that minimize pollutants in the discharge as necessary to meet applicable water quality standards. If there is evidence indicating that the stormwater discharges authorized by this permit are causing, have the reasonable potential to cause, or are contributing to an excursion above an applicable water quality standard, or are causing downstream pollution (as defined in this part), the permit issuing authority may take appropriate enforcement action, may require the

permittee to include and implement appropriate controls in the SWPPP to correct the problem, and/or may require the permittee to obtain an individual permit in accordance with 4VAC50-60-410 B 3.

## SECTION II STORMWATER POLLUTION PREVENTION PLAN

A stormwater pollution prevention plan (SWPPP) shall be developed and implemented for the construction activity covered by this permit. SWPPPs shall be prepared in accordance with good engineering practices. The SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges from the construction site. In addition, the SWPPP shall describe and ensure the implementation of practices which will be used to reduce pollutants in stormwater discharges from the construction site, and to assure compliance with the terms and conditions of this permit.

The SWPPP requirements of this general permit may be fulfilled by incorporating by reference other state, tribal or local plans such as an erosion and sediment control (ESC) plan, a spill prevention control and countermeasure (SPCC) plan developed for the site under § 311 of the federal Clean Water Act or best management practices (BMP) programs otherwise required for the facility provided that the incorporated plan meets or exceeds the SWPPP requirements of Section II D. If an erosion and sediment control plan for the construction activity is being incorporated by reference, the referenced plan must be approved by the locality in which the construction activity is to occur or by another appropriate plan approving authority authorized under the Erosion and Sediment Control Regulations (4 VAC 50-30) prior to the commencement of construction. All plans incorporated by reference into the SWPPP become enforceable under this permit. If a plan incorporated by reference does not contain all of the required elements of the SWPPP of Section II D, the permittee must develop the missing elements and include them in the required SWPPP.

Once a definable area has been finally stabilized, the operator may mark this on the SWPPP and no further SWPPP or inspection requirements apply to that portion of the site (e.g., earth disturbing activities around one of three buildings in a complex are done and the area is finally stabilized; one mile of a roadway or pipeline project is done and finally stabilized, etc.).

The operator must implement the SWPPP as written from commencement of construction activity until final stabilization is complete.

### A. Deadlines for SWPPP preparation and compliance.

1. The SWPPP shall be prepared prior to submittal of the registration statement and provide for compliance with the terms and schedule of the plan beginning with the initiation of construction activities.

2. For ongoing construction activity involving a change of operator, the new operator shall accept and maintain the existing SWPPP, or prepare and implement a new SWPPP prior to taking over operations at the site.

**B. Signature, plan review and making plans available.**

1. The SWPPP shall be signed in accordance with Section III K.

2. The SWPPP shall be retained, along with a copy of this permit at the construction site from the date of commencement of construction activity to the date of final stabilization. Permittees with day-to-day operation control over SWPPP implementation shall have a copy of the plan available at a central location on-site for the use of all operators and those identified as having responsibilities under the plan whenever they are on the construction site. The SWPPP must be made available, in its entirety, to the department and the permitting issuing authority for review at the time of an on-site inspection.

3. The permittee shall make SWPPPs available upon request to the department; the permit issuing authority; a state or local agency approving erosion and sediment plans, grading plans, or stormwater management plans; local government officials; or the operator of a municipal separate storm sewer system receiving discharges from the site.

**C. Maintaining an updated SWPPP.**

1. The permittee shall amend the SWPPP whenever there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants to surface waters and that has not been previously addressed in the SWPPP.

2. The SWPPP must be amended if during inspections or investigations by site staff, or by local, state or federal officials, it is determined that the discharges are causing water quality exceedances, or the SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site.

3. Based on the results of an inspection, the SWPPP must be modified as necessary to include additional or modified BMPs designed to correct problems identified. Revisions to the SWPPP must be completed within seven calendar days following the inspection. Implementation of these additional or modified BMPs must be accomplished as described in Section II D 3 b.

4. The SWPPP must clearly identify for each measure identified in the plan, the contractor(s) or subcontractor(s) that will implement the measure. The SWPPP shall be amended to identify any new contractor that will implement a measure of the plan.

**D. Stormwater pollution prevention plan contents.**  
The SWPPP shall include the following items:

1. Site and activity description. Each SWPPP shall provide the following information:

- a. A description of the nature of the construction activity, including the function of the project (e.g., low density residential, shopping mall, highway, etc.);
- b. The intended sequence and timing of activities that disturb soils at the site (e.g., grubbing, excavation, grading, utilities and infrastructure installation).
- c. Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including off-site borrow and fill areas;
- d. A description of any other potential pollution sources, such as vehicle fueling, storage of fertilizers or chemicals, sanitary waste facilities, etc.
- e. Identification of the nearest receiving waters at or near the construction site that will receive discharges from disturbed areas of the project;
- f. The location and description on any discharge associated with industrial activity other than construction at the site. This includes stormwater discharges from dedicated asphalt plants and dedicated concrete plants that are covered by this permit.
- g. A site map indicating:
  - (1) Directions of stormwater flow and approximate slopes anticipated after major grading activities;
  - (2) Areas of soil disturbance and areas of the site which will not be disturbed;
  - (3) Locations of major structural and nonstructural controls identified in the SWPPP, including those that will be permanent controls that will remain after construction activities have been completed;
  - (4) Locations where stabilization practices are expected to occur;
  - (5) Surface water bodies (including wetlands);
  - (6) Locations where stormwater discharges to a surface water;
  - (7) Locations of off-site material, waste, borrow or equipment storage areas covered by the plan;
  - (8) Locations of other potential pollution sources , such as vehicle fueling, storage of chemicals, sanitary waste facilities, etc.; and
  - (9) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

2. Controls to reduce pollutants. The SWPPP shall include a description of all pollution control measures that will be implemented as part of the construction activity to control pollutants in stormwater discharges. For each major activity identified in the project description, the SWPPP shall clearly describe appropriate control measures, the general sequencing during the construction process in which the measures will be implemented, and which operator is responsible for the control measure's implementation.

a. Erosion and sediment controls.

(1) Stabilization practices. The SWPPP shall include a description of interim and permanent stabilization practices for the site. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Stabilization practices may include, but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, riprap, gabions, fascines, biologs and other appropriate measures. Use of impervious surfaces for stabilization should be avoided.

(a) A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained and included in the SWPPP.

(b) Except as provided in Section II D 2 a (1) (c), (d) and (e), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

(c) Where the initiation of stabilization measures by the seventh day after construction activity temporary or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures shall be initiated as soon as practicable.

(d) Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 30 days, temporary stabilization measures do not have to be initiated on that portion of the site.

(e) In drought-stricken areas where initiating perennial vegetative stabilization measures is not possible within seven days after construction activity has temporarily or permanently ceased, final vegetative stabilization measures shall be initiated as soon as practicable.

(2) Structural practices. The SWPPP shall include a description of structural practices to divert flows from exposed soils, retain/detain flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include, but are not limited to: silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent

sediment basins. Structural practices should be located on upland soils to the degree attainable. The department and the permit issuing authority encourages the use of a combination of erosion and sediment control measures in order to achieve maximum pollutant removal.

(a) Sediment basins: For common drainage locations that serve an area with three or more acres disturbed at one time, a temporary (or permanent) sediment basin providing 3,618 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. The 3,618 cubic feet of storage area per acre drained does not apply to flows from off-site areas and flows from on-site areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. In determining whether installing a sediment basin is attainable, the permittee may consider factors such as site soils, slope, available area on site, etc. In any event, the permittee must consider public safety, especially as it relates to children, as a design factor for the sediment basin and alternative sediment controls shall be used where site limitations would preclude a safe design.

(b) For drainage locations which serve three or more acres at one time and where a temporary sediment basin or equivalent controls is not attainable, smaller sediment basins and/or sediment traps should be used. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.

(c) For drainage locations serving less than three acres, smaller sediment basins or sediment traps or both should be used. At a minimum, silt fences, vegetative buffer strips or equivalent sediment controls are required for all downslope boundaries, and for those side slope boundaries deemed appropriate as dictated by individual site conditions, of the construction area unless a sediment basin providing storage for 3,618 cubic feet of storage per acre drained is provided.

b. Management practices.

(1) All control measures must be properly selected, installed, and maintained in accordance with manufacturer specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the permittee must replace or modify the control for site situations as soon as practicable.

(2) If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize off-site impacts.

(3) Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source in stormwater discharges.

c. Stormwater management.

(1) The SWPPP shall include a description of, and all necessary calculations supporting, all post-construction stormwater management measures that will be installed during the construction process to control pollutants in stormwater discharges after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. Such measures must be designed and installed in accordance with applicable local and/or state requirements.

(2) Such measures may include, but are not limited to: stormwater detention structures (including dry ponds); stormwater retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on-site; stormwater wetlands; sand filters; bioretention systems; water quality structures; and sequential systems (which combine several practices). The SWPPP shall include an explanation of the technical basis used to select the practices to control pollution and flows that exceed predevelopment levels.

(3) Outflows from a stormwater management facility or stormwater conveyance system shall be discharged to an adequate channel. In addition, the natural, physical, chemical, and biological characteristics and functions of the receiving waters must be maintained and protected (e.g., no significant changes in the hydrological regime of the receiving water).

d. Other controls.

(1) The SWPPP shall describe measures to prevent the discharge of solid materials, including building materials, garbage, and debris to surface waters of the state, except as authorized by a Clean Water Act § 404 permit.

(2) Where construction vehicle access routes intersect paved public roads, provisions shall be made to minimize the transport of sediment by vehicular tracking onto the paved surface. Where sediment is transported onto a public road surface, the road shall be cleaned thoroughly at the end of each day. Sediment shall be removed from the roads by shoveling or sweeping and transported to a sediment control disposal area. Street washing shall be allowed only after sediment is removed in this manner.

(3) The SWPPP shall ensure and demonstrate compliance with applicable state or local waste disposal, sanitary sewer or septic system regulations.

(4) The SWPPP shall include a description of construction and waste materials expected to be stored on-site with updates as appropriate. The plan shall also include a description of controls to reduce pollutants from these materials, including storage practices to minimize exposure of the materials to stormwater, and for spill prevention and response.

(5) The SWPPP shall include a description of pollutant sources from areas other than construction (including stormwater discharges from dedicated asphalt plants and

dedicated concrete plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.

e. Applicable state or local programs.

The SWPPP shall be consistent with all applicable state or local requirements for erosion and sediment control and stormwater management including updates to the SWPPP as necessary to reflect any revisions to applicable state or local requirements for erosion and sediment control and stormwater management.

3. Maintenance of controls.

a. The SWPPP must include a description and schedule of procedures to maintain in good and effective operating conditions vegetation, erosion and sediment control measures and other protective measures during construction identified in the site plan. If site inspections required by Section II D 4 identify BMPs that are not operating effectively, maintenance shall be performed before the next anticipated storm event, or as soon as practicable to maintain the continued effectiveness of stormwater controls.

b. If existing BMPs need to be modified or if additional BMPs are necessary for any reason, implementation shall be completed before the next anticipated storm event. If implementation before the next anticipated storm event is impracticable, the situation shall be documented in the SWPPP and alternative BMPs shall be implemented as soon as practicable.

4. Inspections. Inspections by qualified personnel must be conducted of all areas of the site disturbed by construction activity, and areas used for storage of materials that are exposed to stormwater. "Qualified personnel" means a licensed professional engineer, responsible land disturber (RLD), or other knowledgeable person who (i) holds a certificate of competence from the board in the area of project inspection; or (ii) is enrolled in the board's training program for project inspection or combined administrator and successfully completes such program within one year of enrollment.

a. Inspections shall be conducted at least once every 14 calendar days and within 48 hours of the end of any runoff producing storm event. Where areas have been finally or temporarily stabilized or runoff is unlikely due to winter conditions (e.g., the site is covered with snow or ice, or frozen ground exists) such inspections shall be conducted at least once every month.

b. Inspectors must look for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Erosion and sediment control measures identified in the SWPPP shall be observed to ensure proper operation. Discharge locations where accessible shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations shall be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.

c. Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may limit the access of inspection personnel to the areas described in Section II D 4 b. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion. In these circumstances, controls must be inspected on the same frequencies as other construction projects, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction site for 0.25 miles above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described above. The conditions of the controls along each inspected 0.25-mile segment may be considered as representative of the condition of controls along that reach extending from the end of the 0.25-mile segment to either the end of the next 0.25-mile segment, or to the end of the project, whichever occurs first. Inspection locations must be listed in the report required by Section II D 4 e.

d. Based on the results of the inspection, the site and activity description identified in the plan in accordance with Section II D 1 of this permit and pollution prevention measures identified in the SWPPP in accordance with Section II D 2 of this permit shall be revised as appropriate within seven calendar days following the inspection.

e. A report summarizing the scope of the inspection, names and qualifications of personnel making the inspection, the dates of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with Section II D 4 d of the permit shall be made and retained as part of the SWPPP in accordance with Section III B of this permit. Major observations should include:

- (1) The location(s) of discharges of sediment or other pollutants from the site;
- (2) Location(s) of BMPs that need to be maintained;
- (3) Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
- (4) Location(s) where additional BMPs are needed that did not exist at the time of inspection; and
- (5) Corrective action required including any changes to the SWPPP that are necessary and implementation dates.

The reports shall identify any incidents of noncompliance. Where a report does not identify any incidents of noncompliance, the report shall contain a certification that the facility is in compliance with the stormwater pollution prevention plan and this permit. The report shall be signed in accordance with Section III K of this permit.

5. Nonstormwater discharge management. The SWPPP shall identify all allowable sources of nonstormwater discharges listed in Section I D 2 of this permit that are combined with stormwater discharges from the construction activity at the site, except for flows from fire fighting activities. The SWPPP shall identify and ensure the implementation of appropriate pollution prevention measures for the nonstormwater components of the discharge.

### SECTION III CONDITIONS APPLICABLE TO ALL VSMP PERMITS

NOTE: Monitoring is not required for this permit. If you choose to monitor your stormwater discharges or BMPs, you must comply with the requirements of subsections A, B, and C, as appropriate.

#### A. Monitoring.

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitoring activity.
2. Monitoring shall be conducted according to procedures approved under 40 CFR Part 136 or alternative methods approved by the U.S. Environmental Protection Agency, unless other procedures have been specified in this permit.
3. The permittee shall periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals that will ensure accuracy of measurements.

#### B. Records.

1. Records of monitoring information shall include:
  - a. The date, exact place, and time of sampling or measurements;
  - b. The individual(s) who performed the sampling or measurements;
  - c. The date(s) and time(s) analyses were performed;
  - d. The individual(s) who performed the analyses;
  - e. The analytical techniques or methods used; and
  - f. The results of such analyses.
2. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of

all data used to complete the registration statement for this permit, for a period of at least three years from the date of the sample, measurement, report or request for coverage. This period of retention shall be extended automatically during the course of any unresolved litigation regarding the regulated activity or regarding control standards applicable to the permittee, or as requested by the board.

**C. Reporting monitoring results.**

1. The permittee shall submit the results of the monitoring required by this permit not later than the 10th day of the month after monitoring takes place, unless another reporting schedule is specified elsewhere in this permit. Monitoring results shall be submitted to the permit issuing authority.
2. Monitoring results shall be reported on a discharge monitoring report (DMR) or on forms provided, approved or specified by the department.
3. If the permittee monitors any pollutant specifically addressed by this permit more frequently than required by this permit using test procedures approved under 40 CFR Part 136 or using other test procedures approved by the U.S. Environmental Protection Agency or using procedures specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or reporting form specified by the department.
4. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in this permit.

**D. Duty to provide information.** The permittee shall furnish to the permit issuing authority, within a reasonable time, any information which the permit issuing authority may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permit issuing authority may require the permittee to furnish, upon request, such plans, specifications, and other pertinent information as may be necessary to determine the effect of the wastes from his discharge on the quality of state waters, or such other information as may be necessary to accomplish the purposes of the Virginia Stormwater Management Act. The permittee shall also furnish to the permit issuing authority, upon request, copies of records required to be kept by this permit.

**E. Compliance schedule reports.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

**F. Unauthorized discharges.** Except in compliance with this permit or another permit issued by the permit issuing authority or the Department of Environmental Quality, it shall be unlawful for any person to:

1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances; or

2. Otherwise alter the physical, chemical or biological properties of such state waters and make them detrimental to the public health, or to animal or aquatic life, or to the use of such waters for domestic or industrial consumption, or for recreation, or for other uses.

G. Reports of unauthorized discharges. Any permittee who discharges or causes or allows a discharge of sewage, industrial waste, other wastes or any noxious or deleterious substance into or upon state waters in violation of Section III F, or who discharges or causes or allows a discharge that may reasonably be expected to enter state waters in violation of Section III F, shall notify the department, the Department of Environmental Quality, and the permit issuing authority of the discharge immediately upon discovery of the discharge, but in no case later than 24 hours after said discovery. A written report of the unauthorized discharge shall be submitted to the department, the Department of Environmental Quality, and the permit issuing authority within five days of discovery of the discharge. The written report shall contain:

1. A description of the nature and location of the discharge;
2. The cause of the discharge;
3. The date on which the discharge occurred;
4. The length of time that the discharge continued;
5. The volume of the discharge;
6. If the discharge is continuing, how long it is expected to continue;
7. If the discharge is continuing, what the expected total volume of the discharge will be; and
8. Any steps planned or taken to reduce, eliminate and prevent a recurrence of the present discharge or any future discharges not authorized by this permit.

Discharges reportable to the department, the Department of Environmental Quality, and the permit issuing authority under the immediate reporting requirements of other regulations are exempted from this requirement.

H. Reports of unusual or extraordinary discharges. If any unusual or extraordinary discharge including a bypass or upset should occur from a facility and the discharge enters or could be expected to enter state waters, the permittee shall promptly notify, in no case later than 24 hours, the department, the Department of Environmental Quality, and the permit issuing authority by telephone after the discovery of the discharge. This notification shall provide all available details of the incident, including any adverse

effects on aquatic life and the known number of fish killed. The permittee shall reduce the report to writing and shall submit it to the department, the Department of Environmental Quality, and the permit issuing authority within five days of discovery of the discharge in accordance with Part Section III I 2. Unusual and extraordinary discharges include but are not limited to any discharge resulting from:

1. Unusual spillage of materials resulting directly or indirectly from processing operations;
2. Breakdown of processing or accessory equipment;
3. Failure or taking out of service some or all of the facilities; and
4. Flooding or other acts of nature.

I. Reports of noncompliance. The permittee shall report any noncompliance which may adversely affect state waters or may endanger public health.

1. An oral report shall be provided within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which shall be reported within 24 hours under this paragraph:

- a. Any unanticipated bypass; and
- b. Any upset which causes a discharge to surface waters.

2. A written report shall be submitted within five days and shall contain:

- a. A description of the noncompliance and its cause;
- b. The period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and
- c. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

The permit issuing authority may waive the written report on a case-by-case basis for reports of noncompliance under Section III I if the oral report has been received within 24 hours and no adverse impact on state waters has been reported.

3. The permittee shall report all instances of noncompliance not reported under Section III I 1 or 2 in writing at the time the next monitoring reports are submitted. The reports shall contain the information listed in Section III I 2.

NOTE: The immediate (within 24 hours) reports required in Section III G, H and I may be made to the department's Urban Program's Section of the Division of Soil and Water Conservation. Reports may be made by telephone or by fax. For reports outside normal

working hours, leaving a recorded message shall fulfill the immediate reporting requirement. For emergencies, the Virginia Department of Emergency Management maintains a 24 hour telephone service at 1-800-468-8892.

4. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the department, it shall promptly submit such facts or information.

J. Notice of planned changes.

1. The permittee shall give notice to the permit issuing authority as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

a. The permittee plans an alteration or addition to any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced:

(1) After promulgation of standards of performance under § 306 of the federal Clean Water Act which are applicable to such source; or

(2) After proposal of standards of performance in accordance with § 306 of the Clean Water Act which are applicable to such source, but only if the standards are promulgated in accordance with § 306 within 120 days of their proposal;

b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit; or

2. The permittee shall give advance notice to the permit issuing authority of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

K. Signatory requirements.

1. Registration statement. All registration statements shall be signed as follows:

a. For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy-making or decision-making functions for the corporation; or (ii) the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations;

the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

c. For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a public agency includes: (i) the chief executive officer of the agency or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

2. Reports, etc. All reports required by permits and other information requested by the board shall be signed by a person described in Section III K 1 or by a duly authorized representative of that person. A person is a duly authorized representative only if:

a. The authorization is made in writing by a person described in Section III K 1;

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

c. The written authorization is submitted to the department.

3. Changes to authorization. If an authorization under Section III K 2 is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Section III K 2 shall be submitted to the permit issuing authority prior to or together with any reports or information to be signed by an authorized representative.

4. Certification. Any person signing a document under Section III K 1 or 2 shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

L. Duty to comply. The permittee shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Virginia Stormwater Management Act and the Clean Water Act, except that noncompliance with certain provisions of this permit may constitute a violation of the Virginia Stormwater Management Act but not the Clean Water Act. Permit noncompliance is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

The permittee shall comply with effluent standards or prohibitions established under § 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if this permit has not yet been modified to incorporate the requirement.

M. Duty to reapply. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee shall submit a new registration statement at least 90 days before the expiration date of the existing permit, unless permission for a later date has been granted by the board. The board shall not grant permission for registration statements to be submitted later than the expiration date of the existing permit.

N. Effect of a permit. This permit does not convey any property rights in either real or personal property or any exclusive privileges, nor does it authorize any injury to private property or invasion of personal rights, or any infringement of federal, state or local law or regulations.

O. State law. Nothing in this permit shall be construed to preclude the institution of any legal action under, or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any other state law or regulation or under authority preserved by § 510 of the Clean Water Act. Except as provided in permit conditions on "bypassing" (Section III U), and "upset" (Section III V) nothing in this permit shall be construed to relieve the permittee from civil and criminal penalties for noncompliance.

P. Oil and hazardous substance liability. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under §§ 62.1-44.34:14 through 62.1-44.34:23 of the State Water Control Law.

Q. Proper operation and maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes effective plant performance, adequate funding, adequate staffing, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are

installed by the permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

R. Disposal of solids or sludges. Solids, sludges or other pollutants removed in the course of treatment or management of pollutants shall be disposed of in a manner so as to prevent any pollutant from such materials from entering state waters.

S. Duty to mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

T. Need to halt or reduce activity not a defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

U. Bypass.

1. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to the provisions of Section III U 2 and 3.

2. Notice.

a. Anticipated bypass. If the permittee knows in advance of the need for a bypass, prior notice shall be submitted, if possible at least 10 days before the date of the bypass.

b. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in Section III I.

3. Prohibition of bypass.

a. Bypass is prohibited, and the permit issuing authority may take enforcement action against a permittee for bypass unless:

(1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(3) The permittee submitted notices as required under Section III U 2.

b. The permit issuing authority may approve an anticipated bypass, after considering its adverse effects, if the permit issuing authority determines that it will meet the three conditions listed in Section III U 3 a.

#### V. Upset.

1. An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of Section III V 2 are met. A determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is not a final administrative action subject to judicial review.

2. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that:

a. An upset occurred and that the permittee can identify the cause(s) of the upset;

b. The permitted facility was at the time being properly operated;

c. The permittee submitted notice of the upset as required in Section III I; and

d. The permittee complied with any remedial measures required under Section III S.

3. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

W. Inspection and entry. The permittee shall allow the director as the Board's designee, or an authorized representative (including an authorized contractor acting as a representative of the administrator), upon presentation of credentials and other documents as may be required by law to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

4. Sample or monitor at reasonable times, for the purposes of ensuring permit compliance or as otherwise authorized by the Clean Water Act and the Virginia Stormwater Management Act, any substances or parameters at any location.

For purposes of this section, the time for inspection shall be deemed reasonable during regular business hours, and whenever the facility is discharging. Nothing contained herein shall make an inspection unreasonable during an emergency.

X. Permit actions. Permits may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

Y. Transfer of permits.

1. Permits are not transferable to any person except after notice to the permit issuing authority. Except as provided in Section III Y 2, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued, or a minor modification made, to identify the new permittee and incorporate such other requirements as may be necessary under the Virginia Stormwater Management Act and the Clean Water Act.

2. As an alternative to transfers under Section III Y 1, this permit may be automatically transferred to a new permittee if:

a. The current permittee notifies the permit issuing authority at least 30 days in advance of the proposed transfer of the title to the facility or property;

b. The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and

c. The permit issuing authority does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in Section III Y 2 b.

Z. Severability. The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.